AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, August 2, 2022, 10:30 AM

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

   Pastor Jimmy McCants, Jr., Mt. Calvary Lutheran Church

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   July 26, 2022

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

   Request of Rebecca Chaltain for a waiver of the Noise Ordinance at the Bragg-Mitchell Mansion on September 24, 2022, from 7:30 p.m. - 10:30 p.m. (District 1).

   Request of Rodney Finch for a waiver of the Noise Ordinance at Cooper Riverside Park on August 20, 2022, from 2:00 p.m. - 12:00 a.m. (District 2).

   Request of Rodney Finch for a waiver of the Noise Ordinance at Cooper Riverside Park on September 24, 2022, from 2:00 p.m. - 12:00 a.m. (District 2).

10. **PUBLIC HEARINGS**

    Public hearing to rezone property located at 16, 18, 20 and 22 South Florida Street from R-1 and B-2 to R-3 (District 1).

    Public hearing to consider the application of Mob City Rides, LLC for a Certificate of Public Convenience and Necessity to operate an LSV/Golf Cart

service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Jane Bartlett Nenstiel - Provide updates on the Mobile City-County Youth Council & thank Council for their support.

Reggie Hill - Final remarks regarding investigation request and facts clarification.

Darlene Martin - Redistricting

Thomas Mitchell - Broken sidewalk in District 2.

12. RESOLUTIONS HELD OVER

08-598 Approve purchase order to Dana Safety Supply, Inc. for 44 Tahoe and 8 Durango Police Package SUVs; $550,680.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-624 Authorize agreement with Volkert, Inc. for U.S. Hwy. 45 streetscape improvements (Wilson Ave. to Prichard Ave.); $129,146.03 (sponsored by Councilmember Penn & Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

08-625 Approve item based for medical gloves (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-626 Approve purchase orders for fuel for the WAVE Transit (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-627 Approve purchase order to LCM Motorcars for various vehicles for MPD Cyber Division; $199,800.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-628 Approve purchase order to Gulf Coast Fitness Service for exercise fitness equipment for MPD 1st Precinct; $37,350.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-629 Approve purchase order to Gulf Coast Fitness Service for exercise fitness equipment for MPD Police Academy; $28,380.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-630 Approve purchase order to CDW Government for desktop computers for MFRD; $17,857.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-631 Approve purchase order to Cintas Corporation for long sleeve work shirts for Public Services Dept.; $32,830.00 (sponsored by Mayor Stimpson)

(submitted by John Paine, Purchasing Dept.).

08-632 Approve purchase order to Schaefer Plastics North America for trash containers; $47,998.84 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-633 Authorize contract with Thompson Engineering, Inc. for Wolf Ridge/Beau Terra Sidewalks; $50,100.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

60-636 Authorize Settlement Agreement and Release of Claims; Whitfield (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. ORDINANCES BEING INTRODUCED

64-038 Rezone property located at 16, 18, 20 and 22 South Florida Street from R-1 and B-2 to R-3 (sponsored by Councilmember Penn).

02-039 Ordinance to provide for the reapportionment of the seven Council districts in the city of Mobile (sponsored by Councilmembers Penn, Carroll and Reynolds).

14. CONSENT RESOLUTIONS BEING INTRODUCED

03-639 Appoint Christian Wooten to the Mobile City-County Youth Council (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

37-640 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Lit Cigar Lounge for Saturdays at the Coop; Cooper Riverside Park (sponsored by Councilmember Carroll).

58-641 Authorize removal of weeds, Group 1630.

60-642 Determine an appropriation to Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-643 Determine an appropriation to Ervin Craighead Elementary School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-644 Determine an appropriation to Pillans Middle School serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-645 Determine an appropriation to Feeding the Gulf Coast serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

15. RESOLUTIONS BEING INTRODUCED

08-646 Approve purchase orders for fuel for various City locations (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-647 Approve purchase order to Chargepoint, Inc. for annual renewal of cloud and equipment maintenance services for EV charging stations; Cruise Terminal; $17,567.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-648 Approve purchase order to Environmental Systems Research Institute for annual license renewal for GIS mapping software; $100,684.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-649 Approve purchase order to Quick Buildings, LLC for classroom/office building for MFRD Training Center; $326,787.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-650 Authorize a one-time, lump sum payment to eligible retirees and beneficiaries of the City of Mobile; $470,000.00 (sponsored by Mayor Stimpson) (submitted by Cody Scott, Deputy Director of Pensions).

09-651 Authorize a one-time, lump sum payment to eligible members and eligible surviving beneficiaries of the Mobile, Alabama Police and Fire Pension Fund; $465,000.00 (sponsored by Mayor Stimpson) (submitted by Cody Scott, Deputy Director of Pensions).

21-652 Authorize contract with Southern Grease Hauling, Inc. for grease trap inspections, maintenance and pumping at various City facilities; $12,225.00 per year for 3 years ($36,675.00 total) (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-653 Authorize contract for public safety traffic signal preemption services; $51,000.00 per year for 3 years (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

21-654 Authorize contract with Dakinstreet, LLC for consultant services for office renovations at 200 Government Street; $48,451.17 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

31-655 Authorize a grant application to the Alabama Historical Commission for the Certified Local Government Grant Program supporting digitization efforts by the Mobile Historic Development Office; $14,144.83 (Local match $9,429.89, total project cost $23,574.72) (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

37-656 Approve a Certificate of Public Convenience and Necessity to Mob City Rides, LLC to operate an LSV/Golf Cart service.

60-657 Adopt Title VI Update for Parks and Rec. Dept. and Wave Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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	7/28/2022 - 11:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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	7/28/2022 - 8:41 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Chaltain	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 8:54 AM

CITY CLERK DEPARTMENT

2022 JUL 25 AM 9:24

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: Rebecca Chaltain
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number (251) 802-9554

Organization (if applicable) _____

Mailing Address of Applicant 10 Sherwood Dr. Mobile, AL 36608

Telephone No. _____ E-mail address rebecca.chaltain@gmail.com

Location or address of event where amplification will be used:

Bragg-Mitchell Mansion

Date of Event: 9/24/22 Starting Time: 7:30p Ending Time 12:00a

(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 _____ 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:8/2/2022

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
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 8:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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
Finch	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 8:57 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 JUL 22 AM 8:01

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: Rodney Finch
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2513666728

Organization (if applicable) _____

Mailing Address of Applicant 2206 government street

Telephone No. 2513666728 E-mail address rockhouse251@gmail.com

Location or address of event where amplification will be used:
cooper riverside park

Date of Event: 09/24/2022 Starting Time: 2pm Ending Time 12am
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: comedy show/bday

Do you plan to sell alcohol at this event? _____ YES no 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:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	6/30/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/30/2022 - 3:10 PM

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 Public Hearing for the Proposed Rezoning of Property
Located at 16, 18, 20 and 22 South Florida Street

Pursuant to a resolution of the Mobile, Alabama City Council adopted July 5, 2022, a public hearing will be held on the 2nd day of August, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 16, 18, 20, and 22 South Florida Street (west side of South Florida Street, 325'± south of Dauphin Street) from R-1, Single-Family Residential District and B-1, Buffer 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 **2022**

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:

FROM THE INTERSECTION OF THE NORTH LINE OF THE G.M. & O RAILROAD WITH THE WEST LINE OF FLORIDA STREET IN SECTION 20, TOWNSHIP-4-SOUTH, RANGE - 1- WEST, MOBILE COUNTY, ALABMA, THENCE NORTHWARDLY ALONG THE WEST LINE OF FLORIDA STREET 205.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62° - 12' - 03" WEST 188.00 FEET; THENCE NORTH 12° - 43' - 05" EAST 149.75 FEET; THENCE SOUTH 77° - 10' - 21" EAST 156.67 FEET TO A POINT ON THE WEST LINE OF FLORIDA STREET; THENCE SOUTH 05° - 34' - 29" WEST ALONG SAID WEST LINE 199.92 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-1, Buffer 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 municipal 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

March Real Property, LLC (Gerald Byrd, Agent)
16, 18, 20, and 22 South Florida Street
(West side of South Florida Street, 325'± South of Dauphin Street)
Council District 1
Cory Penn

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

June 28, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of June 16, 2022 considered the request of **March Real Property, LLC (Gerald Byrd, Agent)** for a change in zoning from **R-1, Single-Family Residential District and B-1, Buffer Business District, to R-3, Multi-Family Residential District** for the property located at **16, 18, 20, and 22 South Florida Street** (West side of South Florida Street, 325'± South of Dauphin 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 municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning &Zoning Department

tms
Attachments

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 _____ day of _____, 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 _____ day of _____, 20__ in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **16, 18, 20, and 22 South Florida Street** (West side of South Florida Street, 325'± South of Dauphin Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District and B-1, Buffer 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 municipal codes and ordinances.**

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

AN ORDINANCE **2022**

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:

FROM THE INTERSECTION OF THE NORTH LINE OF THE G.M. & O RAILROAD WITH THE WEST LINE OF FLORIDA STREET IN SECTION 20, TOWNSHIP-4-SOUTH, RANGE - 1- WEST, MOBILE COUNTY, ALABMA, THENCE NORTHWARDLY ALONG THE WEST LINE OF FLORIDA STREET 205.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE NORTH 62° - 12' - 03" WEST 188.00 FEET; THENCE NORTH 12° - 43' - 05" EAST 149.75 FEET; THENCE SOUTH 77° - 10' - 21" EAST 156.67 FEET TO A POINT ON THE WEST LINE OF FLORIDA STREET; THENCE SOUTH 05° - 34' - 29" WEST ALONG SAID WEST LINE 199.92 FEET TO THE POINT OF BEGINNING.

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-1, Buffer 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 municipal codes and ordinances.**

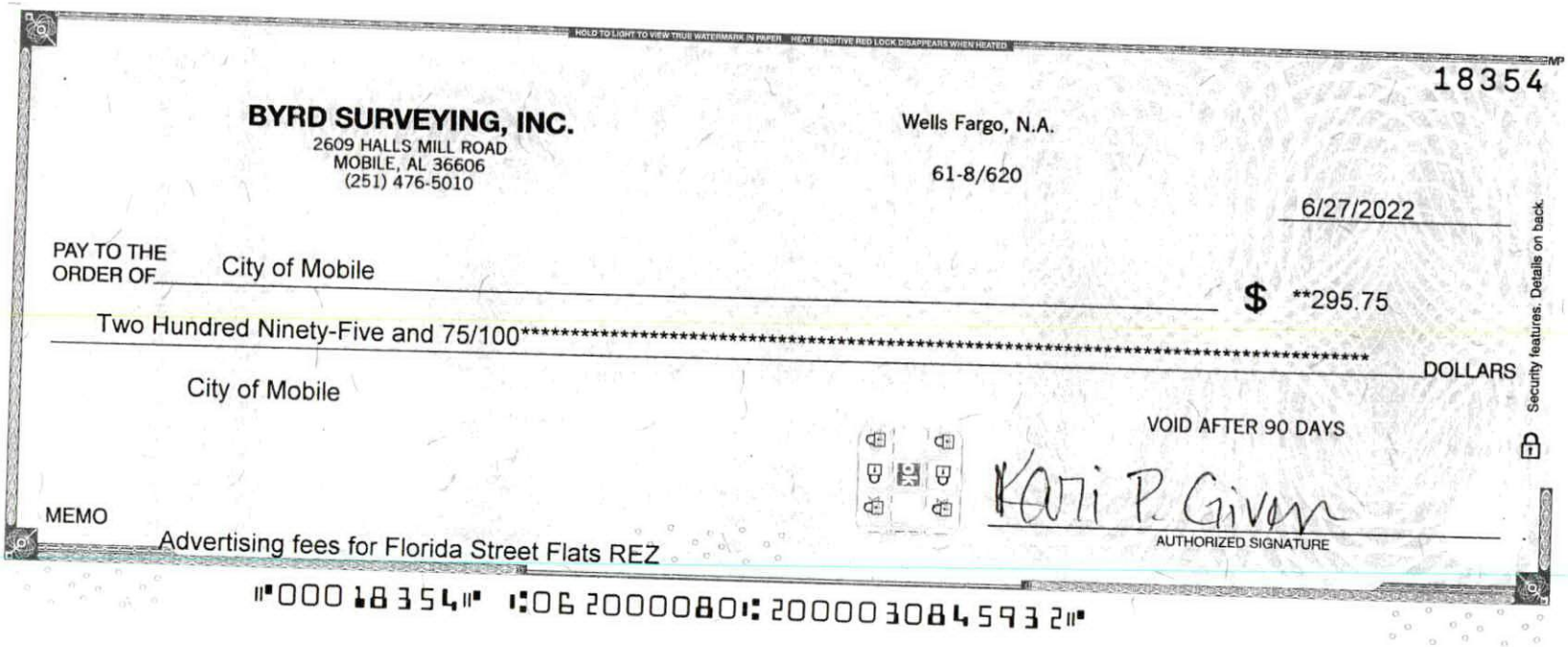
Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

adopted:

_____

Lisa Lambert, City Clerk

March Real Property, LLC (Gerald Byrd, Agent)
16, 18, 20, and 22 South Florida Street
(West side of South Florida Street, 325'± South of Dauphin Street)
Council District 1
Cory Penn



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER. HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

18354

BYRD SURVEYING, INC.
2609 HALLS MILL ROAD
MOBILE, AL 36606
(251) 476-5010

Wells Fargo, N.A.

61-8/620

6/27/2022

PAY TO THE ORDER OF City of Mobile

$ **295.75

Two Hundred Ninety-Five and 75/100********** DOLLARS

City of Mobile

VOID AFTER 90 DAYS

Security features. Details on back.

Kerri P. Given
AUTHORIZED SIGNATURE

MEMO Advertising fees for Florida Street Flats REZ

⑈000 18354⑈ ⑆06 2000080⑆ 20000 3084 593 2⑈

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 17, 2022

Gerald Byrd
Byrd Surveying
2609 Halls Mill Road
Mobile, Alabama 36606

Re: **16, 18, 20, and 22 South Florida Street**
(West side of South Florida Street, 325'± South of Dauphin Street).
Council District 1
ZON-002062-2022 (Rezoning)
Florida Street Flats
Rezoning from R-1, Single-Family Residential District and B-1, Buffer Business District, to R-3, Multi-Family Residential District.

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

At its meeting on June 16, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **there is a manifest error in the Ordinance; and**
b. **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

As such, the Planning Commission voted to recommend Approval of the rezoning request to the City Council, subject to the following conditions:

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

The advertising fee for this application is $295.75. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Marie York
Marie York, Principal Planner

MOBILE CITY PLANNING COMMISSION

JUNE 6, 2022

PUBLIC HEARING NOTICE

Re: **16, 18, 20, and 22 South Florida Street**
(West side of South Florida Street, 325'± South of Dauphin Street).
Council District 1
ZON-002062-2022 (Rezoning)
Florida Street Flats
Rezoning from R-1, Single-Family Residential District and B-1, Buffer Business District, to R-3, Multi-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 2022, at 2:00 p.m.** to consider your above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, June 15, 2022,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION

JUNE 6, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **16, 18, 20, and 22 South Florida Street**
(West side of South Florida Street, 325'± South of Dauphin Street).
Council District 1
ZON-002062-2022 (Rezoning)
Florida Street Flats
Rezoning from R-1, Single-Family Residential District and B-1, Buffer Business District, to R-3, Multi-Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, June 16, 2022, at 2:00 p.m.,** to consider the above referenced application.

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

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

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

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

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, June 15, 2022,** to allow adequate time for the Commission members to review the information.

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

CONTACT INFORMATION and SIGNATURES – for online applications
Mobile City Planning Commission and Board of Zoning Adjustment

APPLICANT(S)

The undersigned submits the associated application for consideration by the Mobile City Planning Commission or the Board of Zoning Adjustments.

Kari P. Givens Date: 5/17/2022

Signature of owner or authorized agent of owner is required to file (if applicant is not the owner).

Type name: KARI P. GIVENS	
Business Name: BYRD SURVEYING, INC.	
Address: 2609 HALLS MILL ROAD	
City, State, Zip Code: MOBILE, ALABAMA 36606	
Telephone: 251-476-5010	Email:

PROPERTY OWNER(S)

Signature of property owner, or letter (separately attached electronically) from (each) property owner authorizing applicant to submit application.

Signature: Cary P Hard Date: 5/17/22

Type name: MARCH REAL PROPERTY, LLC	
Business Name:	
Address: 59 SIDNEY PHILLIPS DRIVE	
City, State, Zip Code: MOBILE, AL 36607	
Telephone: 251-382-1009	Email:

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION or BOARD OF ZONING ADJUSTMENTS

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for a Planning Commission or Board of Zoning Adjustment application, 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.

Signature: Cary P Hard Date: 5/17/22

Type name: MARCH REAL PROPERTY, LLC

Use additional pages / copies of this form as needed.

P & Z - December 2017

NARRATIVE FOR "FLORIDA STREET FLATS" REZONING APPLICATION

CURRENTLY THIS PROPERTY IS ZONED B-1 AND R-1 AND HAS BEEN USED AS R-3 MULTI-FAMILY FOR MORE THAN 47 YEARS. THIS REZONING REQUEST IS NECESSARY BECAUSE OF AN ERROR IN THE ZONING DISTRICTS (ITEM A). DUE TO THE LONG R-3 USE OF THE PROPERTY, THIS REZONING REQUEST SHOULD NOT HAVE AN EFFECT ON THE SURROUNDING NEIGHBORHOOD.

Byrd Surveying, Inc.
2609 Halls Mill Road
Mobile, AL 36606

March Real Property, LLC
59 Sidney Phillips Drive
Mobile, AL 36607

Florida Street Investments, LLC
22 S. Florida Street
Mobile, AL 36606

CAE Properties, LLC
2862 Dauphin Street
Mobile, AL 36606

Clean Water, Inc.
11 S. Florida Street
Mobile, AL 36606

Butch Corporation
13 S. Florida Street
Mobile, AL 36606

Yellowhammer Commercial, LLC
6335 Picadilly Square Drive
Mobile, AL 36609

Paul N. Wimpee
306 West Street
Mobile, AL 36604

Tait Properties, LLC
28 S. Florida Street
Mobile, AL 36606

Dolphin Storage, LLC
150 Government St., Ste. 1003B
Mobile, AL 36602

Dauphine, LLC
c/o Corelogic Commercial Tax
P. O. Box 761009
Fort Worth, TX 76161

Cox Properties AL, LLC
146 Florida Street S.
Mobile, AL 36606

Robert Hunter
4058 Old Shell Road
Mobile, AL 36608

AMG Property, LLC
101 Memorial Hospital Dr. Bldg. 3
Mobile, AL 36608

Hubert & Andrea Cain
P. O. Box 16462
Mobile, AL 36616

CAG, LLC
2173 Venetia Road
Mobile, AL 36605

Eric Pullen
3301 Baumhauer Road
Theodore, AL 36582

Helen Claire Mallon
2557 Dauphin Street
Mobile, AL 36606

Dorothy S. Gandy
1220 Cameron Drive
Mobile, AL 36695

Gaye E. Gandy
1220 Cameron Drive
Mobile, AL 36695

Kurt E. Wielkens
3660 Dauphin Street, Ste. A
Mobile, AL 36608

Louis and Cheryl Williams, LLC
7719 Blakely Oaks N.
Spanish Fort, AL 36527

David L. Domingue, Trustee
301 E. Delwood Drive
Mobile, AL 36606

Hayes Spicer
4 Felder Place
Mobile, AL 36606

Gary, Claudia, & Jodi Stephens
6 Felder Place
Mobile, AL 36606

Terrell E. Roberts, Sr.
6670 Cook Road
Foley, AL 36535

Taylor Twiggs
10 Felder Place
Mobile, AL 36606

Richard C. William
12 Felder Place
Mobile, AL 36606

Brennan & Patricia Peacock
118 E. 1st Street
Luverne, AL 36049

William & Brenda Newkirk and
Ashley Long
4775 Huggins Road
Wilmer, AL 36587

Samuel C. Sanning
18 Felder Place
Mobile, AL 36606

E. Lynn Smith
20 Felder Place
Mobile, AL 36606

Linda A. Knight, Trustee
4171 Carmel Drive N.
Mobile, AL 36608

Ernest D. Rogers
24 Felder Place
Mobile, AL 36606

WBPEARSON, LLC
P. O. Box 40895
Mobile, AL 36640

William B. Pearson
P. O. Box 40895
Mobile, AL 36640

Alabama Power Company
Treasury / Finance
P. O. Box 2641
Birmingham, AL 35291

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: June 16, 2022**

NAME	Florida Street Flats
SUBDIVISION NAME	Florida Street Flats Subdivision
LOCATION	16, 18, 20, and 22 South Florida Street (West side of South Florida Street, 325'± South of Dauphin Street).
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	R-1, Single-Family Residential District and B-1, Buffer Business District
PROPOSED ZONING	R-3, Multi-Family Residential District
AREA OF PROPERTY	5 Lots / 0.7 ± Acres
CONTEMPLATED USE	Subdivision approval to create five (5) legal lots of record from one metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between multiple building sites; and Rezoning from R-1, Single-Family Residential District and B-1, Buffer Business District to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	None provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a graphic scale.
C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
D. Provide the Surveyor's Certificate.
E. Provide a private drainage easement for the detention pond outfall pipe located on LOT 5 and approved under the Land Disturbance Permit ENG-085448-2021 (16 S. Florida St.) that was issued 5-11-22.
F. Provide an easement or Common Area for the Detention Pond system that is being constructed under the Land Disturbance Permit ENG-085448-2021 (16 S. Florida St.) that was issued 5-11-22.
G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development:

1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options.

2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:
    a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
    b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit.

This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

c. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.

f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. Site plan does not reflect any accessible parking or where a dumpster would be located on site. It also appears as if the driveway to the rear will not maintain a 24' width. Improvements in the right of way cannot extend beyond the extension of the property line without written consent from the adjacent property owner. In similar cases where maneuvering in the right-of-way as been required, a right-of-way use agreement has also been required. The backing in the right-of-way that exists can mostly be done outside the travel lane with minimal impacts to traffic on S Florida St. The increase of units does not warrant the need for a traffic impact study.

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

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

REMARKS The applicant is requesting Subdivision approval to create five (5) legal lots of record from one metes-and-bounds parcel; Planned Unit Development Approval to allow shared access and parking between multiple building sites; and Rezoning from R-1, Single-Family Residential District and B-1, Buffer Business District to R-3, Multi-Family Residential District.

The site has been given a Traditional Center (TC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation generally applies to transportation corridors east of I-65, which serve as the primary commercial and mixed-use gateway to Downtown and the City's traditional neighborhoods (equivalent to Map for Mobile's Traditional Neighborhoods).

Depending on their location (and as allowed by specific zoning), TC designations incorporate a range of moderately scaled single-use commercial buildings holding retail or services; buildings that combine housing units with retail and/or office; a mix of housing types including low- or mid-

rise multifamily structures ranging in density from 4 to 10 du/ac; and attractive streetscapes and roadway designs that safely accommodate all types of transportation – transit, bicycling, walking, and driving. In these areas, special emphasis is placed on the retention of existing historic structures, compatible infill development, and appropriate access management.

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

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

In regards to the proposed Subdivision application, the applicant states:

> *THE CURRENT OWNER/APPLICANT PURCHASED THIS PROPERTY WITH THE EXISTING FOUR BUILDINGS (EIGHT APARTMENTS) AND HAS BEEN RENOVATING THEM TO CURRENT LIVING STANDARDS. HE IS PROPOSING THIS SUBDIVISION TO MAKE IT EASIER TO OBTAIN LONG-TERM FINANCING ON EACH BUILDING AND TO CREATE LOT 5 FOR THE FUTURE CONSTRUCTION OF A FOUR-UNIT APARTMENT BUILDING.*
>
> *SUB-STANDARD LOTS ARE COMMON IN THIS AREA, SO WE WILL NOT BE SETTING A PRECEDENT WITH THIS SUBDIVISION.*

The site fronts South Florida Street, a minor street without curb and gutter, and therefore should have a right-of-way width of 60-feet. The preliminary plat illustrates an existing right-of-way width of 50-feet, making dedication necessary to provide 30-feet from the centerline, if approved.

The proposed lot sizes are provided in square feet and acres, and only proposed Lot 5 meets the minimum lot ares standards. The other proposed lots range in size from 3,128 square feet to 3,498 square feet. It should be noted that the required dedication along South Florida Street will result in the lots being slightly smaller than currently depicted, if approved. While lots this size are not common in the surrounding area, the lots are proposed in their configuration to accommodate existing structures. It should be noted that if the proposed Subdivision were reconfigured as four lots, instead of five, that only one lot would exceed minimum size standards for lot area, and all would still have less than 60-feet in street frontage. If the application at hand is approved, a waiver of Section V.D.2. of the Subdivision Regulations will be required.

The proposed Lot 5 is a flag lot, with a 25-foot wide, by 88-foot long "pole" connecting it to South Florida Street. While not typical in the area, there is an existing parcel in a similar configuration immediately adjacent to the subject site. It should be noted that the adjacent site is a metes-and-bounds parcel, and has not been approved by the Planning Commission. If the application at hand is approved, a waiver of Section V.D.1. of the Subdivision Regulations will be required.

It should be noted that the preliminary plat does depict the 25-foot minimum building setback for all proposed lots, with the setback for proposed Lot 5 depicted where it exceeds 60-foot wide. If approved, the Final Plat should retain the 25-foot minimum building setback line, adjusted for dedication.

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

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The site plan submitted depicts the four existing duplexes with an associated parking area in the front of the structures, as well as a new four-plex and associated parking on the proposed Lot 5, for a total of 12 dwelling units proposed on 29,127 square feet of property. The Zoning Ordinance density allowances for R-3 properties (proposed zoning district for subject site) would allow for a maximum of 14 dwelling units. Twelve dwelling units require a minimum of 18 parking spaces, and a total of 25 are depicted on the site plan. It should be noted that the no handicap accessible parking spaces are illustrated, therefore the number of parking spaces may be reduced; the applicant should insure that the minimum amount of parking required is provided. Furthermore, a compliant photometric site plan will be required at the time of permitting, if approved.

The applicant states:

> *THIS APPLICATION IS NECESSARY TO ADDRESS SEVERAL ISSUES SHOWN ON THE COMPANION APPLICATIONS FOR THIS PROPERTY (SUBDIVISION AND REZONING).*
>
> *1. MANUEVERING AREA WITHIN THE RIGHT OF WAY: THE EXISTING PARKING AREA IN FRONT OF THE APARTMENTS HAS FUNCTIONED WITHOUT PROBLEMS FOR THE PAST 47 YEARS AND ADDITIONAL PARKING AT THE REAR OF THE APARTMENTS IS PROPOSED.*
>
> *2. SHARED ACCESS AND PARKING: THE EXISTING PARKING HAS NOT BEEN AN ISSUE AND THE PROPOSED DRIVE AND PARKING SHOWN ON LOT 5 MEETS THE CITY STANDARD.*
>
> *3. ALL TRAFFIC FROM THIS DEVELOPMENT ENTERS FLORIDA STREET WHICH IS A MAIN THOROUGHFARE FOR NORTH-SOUTH TRAFFIC AND SHOULD NOT HAVE AN EFFECT ON THE RESIDENTIAL NEIGHBORHOODS IN THE AREA.*

With the PUD application, the applicant is requesting the Planning Commission to allow some non-conforming aspects of the development be allowed. The applicant wishes for the existing parking and maneuvering area along South Florida Street to remain in its current configuration. While the existing parking area may have existed in its current configuration for a significant amount of time, there is sufficient room on the property for the entire parking area to be relocated behind the existing four structures, if no new construction is allowed.

The proposed site plan depicts compliant landscaped area to be provided for the development, but does not include tree planting calculations. As this will be the first development of the proposed Lot 5, it should be brought into full compliance with all Zoning Ordinance requirements, including, tree planting and landscape area. It should be noted that the Zoning Ordinance typically requires frontage trees to be planted within the front 25-foot setback of a development; however, the site's front landscape area is largely behind the setback line. It is therefore recommended that, if approved, the site be required to provide frontage tree plantings, to be planted in front landscape area (between the building and street), and coordinated with staff.

It should also be noted that there is not dumpster on the site plan, nor is there a note stating that curb side pickup will be utilized. If approved, either a dumpster with a compliant enclosure and sanitary sewer connection must be depicted, or a note should be placed on the site plan stating that curb side pickup will be utilized.

The site is bounded by non-conforming commercially developed, R-1, Single-Family Residential property to the West and South; B-1, Buffer Business District commercially developed property to the North; and commercially developed B-1, Buffer Business District to the East.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established

public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The B-1, Buffer Business District portion of the site was rezoned from R-1, Single-Family Residential District is 1982, with the following conditions:

1) Compliance with the City's flood ordinance #65-045; and
2) That adequate provision for the increased traffic be made by the reservation of 15 feet additional right-=of-way for the widening of Florida Street, a Planned Major Street.

In regards to the proposed rezoning, the applicant states:

> *CURRENTLY THIS PROPERTY IS ZONED B-1 AND R-1 AND HAS BEEN USED AS R-3 MULTI-FAMILY FOR MORE THAN 47 YEARS. THIS REZONING REQUEST IS NECESSARY BECAUSE OF AN ERROR IN THE ZONING DISTRICTS (ITEM A). DUE TO THE LONG R-3 USE OF THE PROPERTY, THIS REZONING REQUEST SHOULD NOT HAVE AN EFFECT ON THE SURROUNDING NEIGHBORHOOD.*

Section 64-9.A.2.a. of the Zoning Ordinance states that a newly proposed R-3 district should contain at least four (4) acres of land, or be adjacent to an existing B-1 district. As the subject site abuts an existing B-1 district, it is exempt from the size provision.

The subdivision request if approved, would result in the proposed Lot 5 being split-zoned R-1 and B-1, making rezoning the property necessary and desirable.

Finally, the proposal to divide the property into five (5) lots, four (4) of which would be substantially substandard in size is not the preferred option for staff, and the applicant has not provided a compelling reason for the proposed lot sizes for the Subdivision. It is recommended that the Planning Commission and the applicant consider one overall lot, with the PUD addressing multiple buildings on a single site.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval as a one-lot Subdivision, subject to the following:

1) either depiction of an existing compliant right-of-way along South Florida Street, or dedication to provide 30-feet to the centerline;
2) provision of the lot size(s) in square feet and acres, adjusted for any dedication;
3) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add a graphic*

scale. C. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. D. Provide the Surveyor's Certificate. E. Provide a private drainage easement for the detention pond outfall pipe located on LOT 5 and approved under the Land Disturbance Permit ENG-085448-2021 (16 S. Florida St.) that was issued 5-11-22. F. Provide an easement or Common Area for the Detention Pond system that is being constructed under the Land Disturbance Permit ENG-085448-2021 (16 S. Florida St.) that was issued 5-11-22. G. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. H. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. I. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. J. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. K. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

4) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. Site plan does not reflect any accessible parking or where a dumpster would be located on site. It also appears as if the driveway to the rear will not maintain a 24' width. Improvements in the right of way cannot extend beyond the extension of the property line without written consent from the adjacent property owner. In similar cases where maneuvering in the right-of-way as been required, a right-of-way use agreement has also been required. The backing in the right-of-way that exists can mostly be done outside the travel lane with minimal impacts to traffic on S Florida St. The increase of units does not warrant the need for a traffic impact study.*);
5) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
6) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
7) full compliance with all municipal codes and ordinances.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (*to encourage innovative and diversified design in building form and site development*), because it will allow expansion of an existing multi-family development;
b. the proposal promotes the objective of Flexibility (*to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations*), because flexible parking, maneuvering, and tree plantings will be accommodated;
c. the proposal promotes the objective of Efficient land use (*to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment*), because the proposed project will result in infill development;
d. the proposal promotes the objective of Environment (*to preserve and protect as urban amenities the natural features and characteristics of the land*), because new tree plantings will be required on the site, where there are none currently;
e. the proposal promotes the objective of Open space (*to encourage the provision of common open space through efficient site design*), because the amount of open area and landscaped area exceeds Zoning Ordinance requirements;
f. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) either depiction of an existing compliant right-of-way along South Florida Street, or dedication to provide 30-feet to the centerline;
2) provision of the lot size(s) in square feet and acres, adjusted for any dedication;
3) provision of a compliant photometric site plan at the time of permitting;
4) revision of the site plan to either depict a dumpster with a compliant enclosure and sanitary sewer connection, or a note should be placed on the site plan stating that curb side pickup will be utilized;
5) full compliance with Engineering comments: (*1. Due to the proposed subdivision, the existing City Addresses may need to be assigned a different 911 address. Please contact the Engineering Department (Anthony Morris 208-6216, or Steve Smith 208-7135) to discuss the options. 2. ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: a. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). b. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. c. Any and all proposed land disturbing activity within the property*

will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. d. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. e. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. f. The proposed development must comply with all Engineering Department design requirements and Policy Letters.);

6) placement of a note on the Final Plat stating Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. Site plan does not reflect any accessible parking or where a dumpster would be located on site. It also appears as if the driveway to the rear will not maintain a 24' width. Improvements in the right of way cannot extend beyond the extension of the property line without written consent from the adjacent property owner. In similar cases where maneuvering in the right-of-way as been required, a right-of-way use agreement has also been required. The backing in the right-of-way that exists can mostly be done outside the travel lane with minimal impacts to traffic on S Florida St. The increase of units does not warrant the need for a traffic impact study.*);
7) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
8) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
9) full compliance with all municipal codes and ordinances.

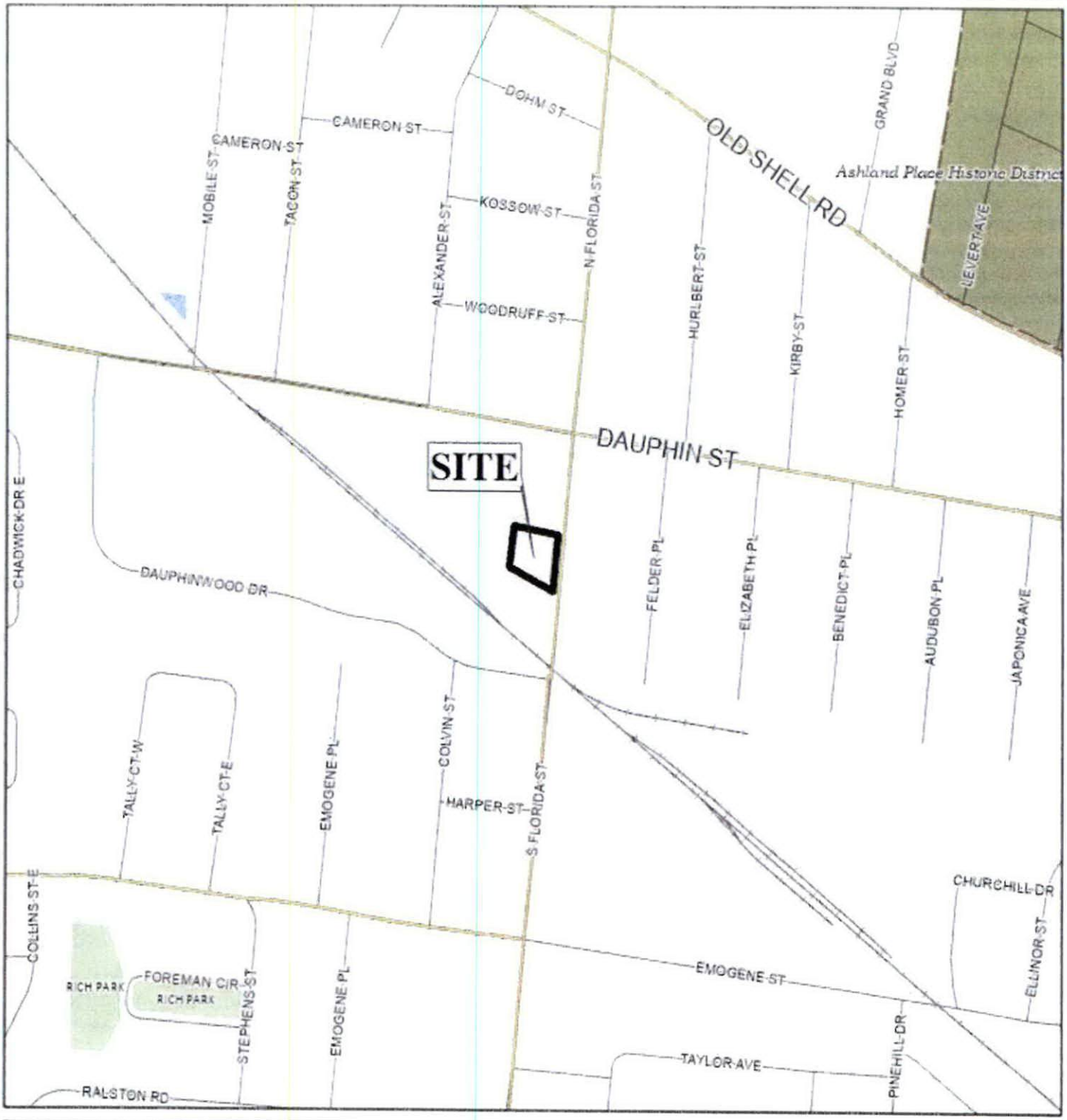
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) there is a manifest error in the Ordinance; and
2) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 8 DATE June 16, 2022

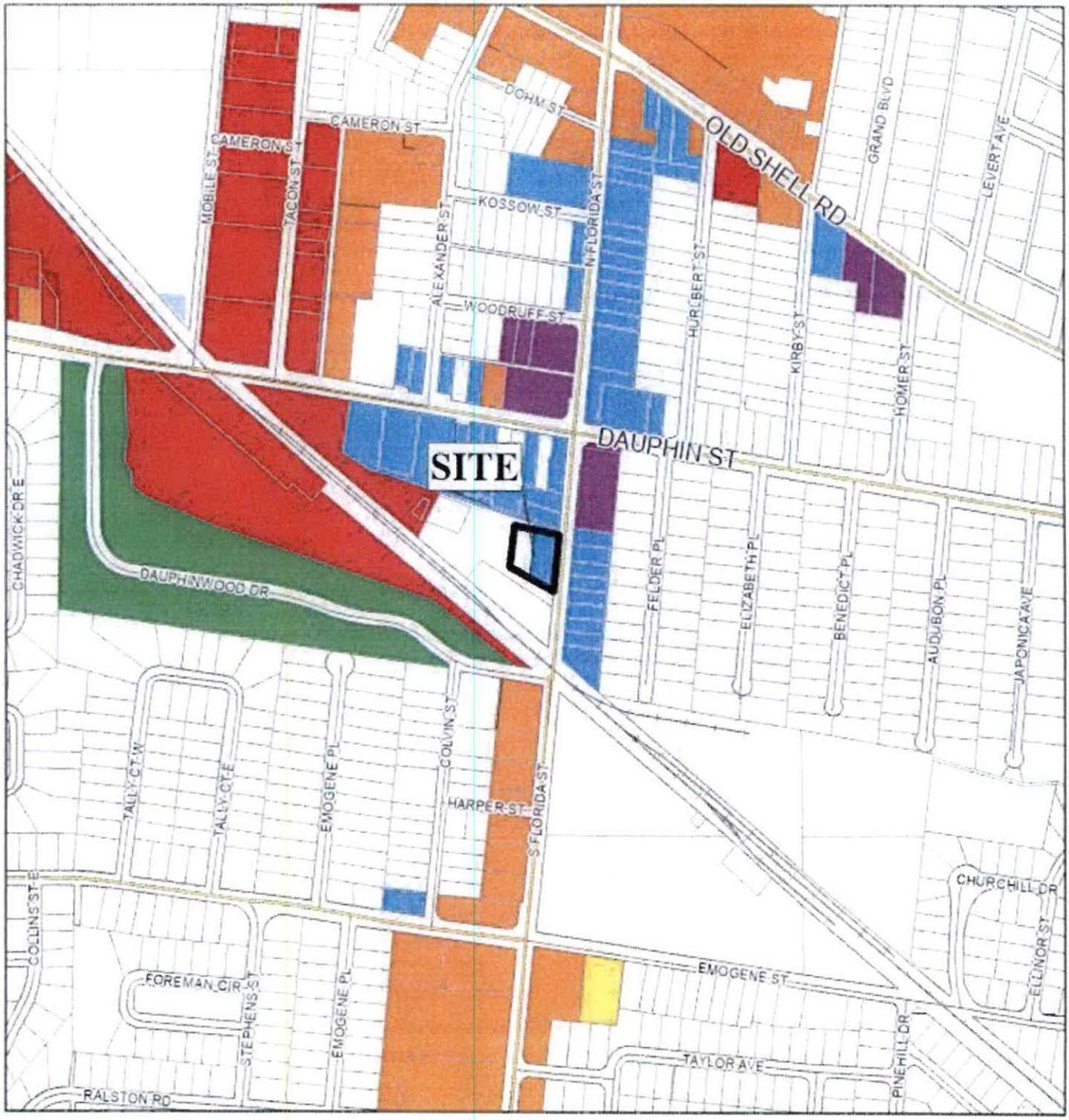
APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE June 16, 2022

APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

N

NTS

FLUM LOCATOR MAP

APPLICATION NUMBER 8 DATE June 16, 2022

APPLICANT Florida Street Flats Subdivision

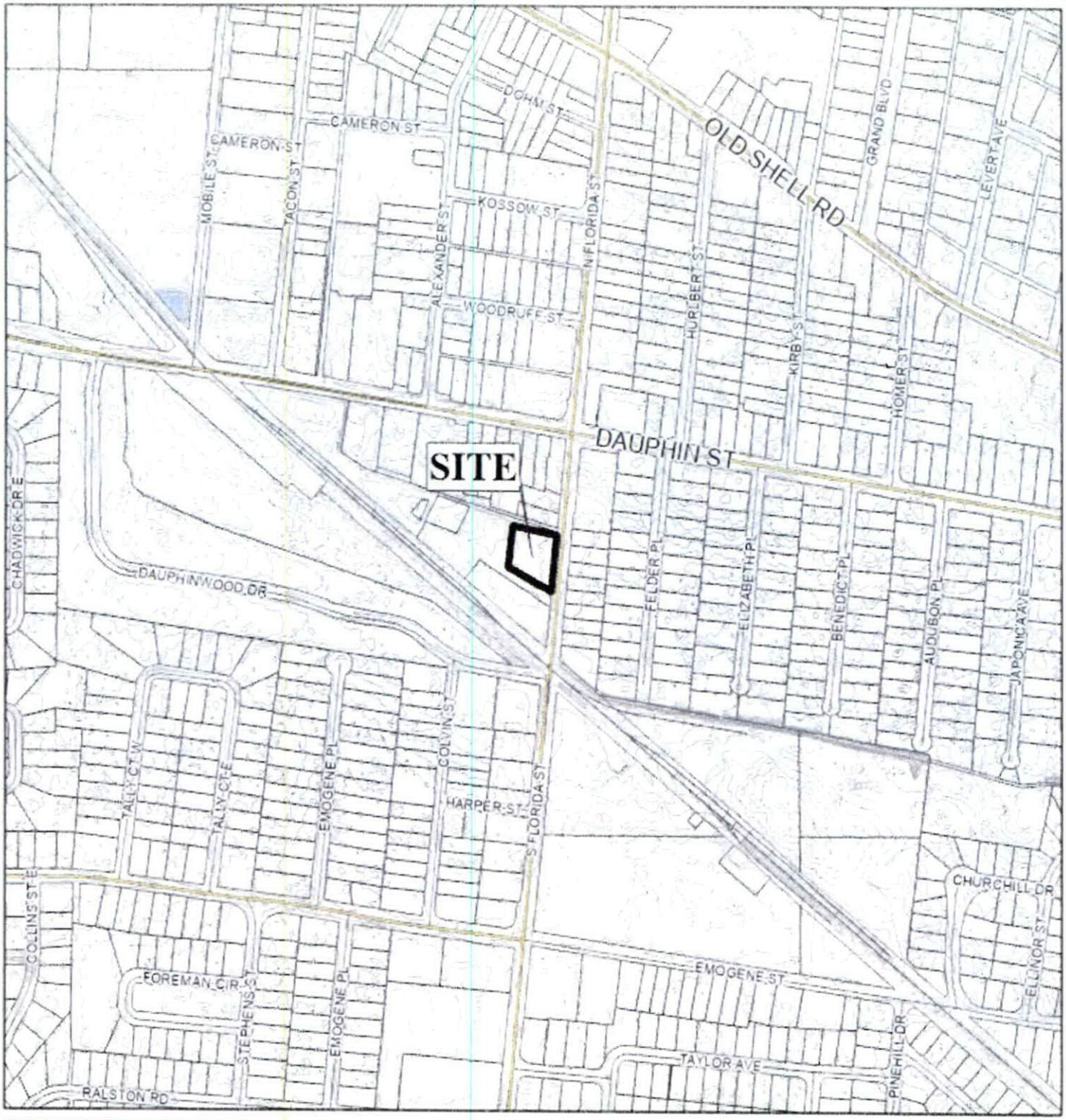
REQUEST Subdivision, PUD, Rezoning

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 8 DATE June 16, 2022

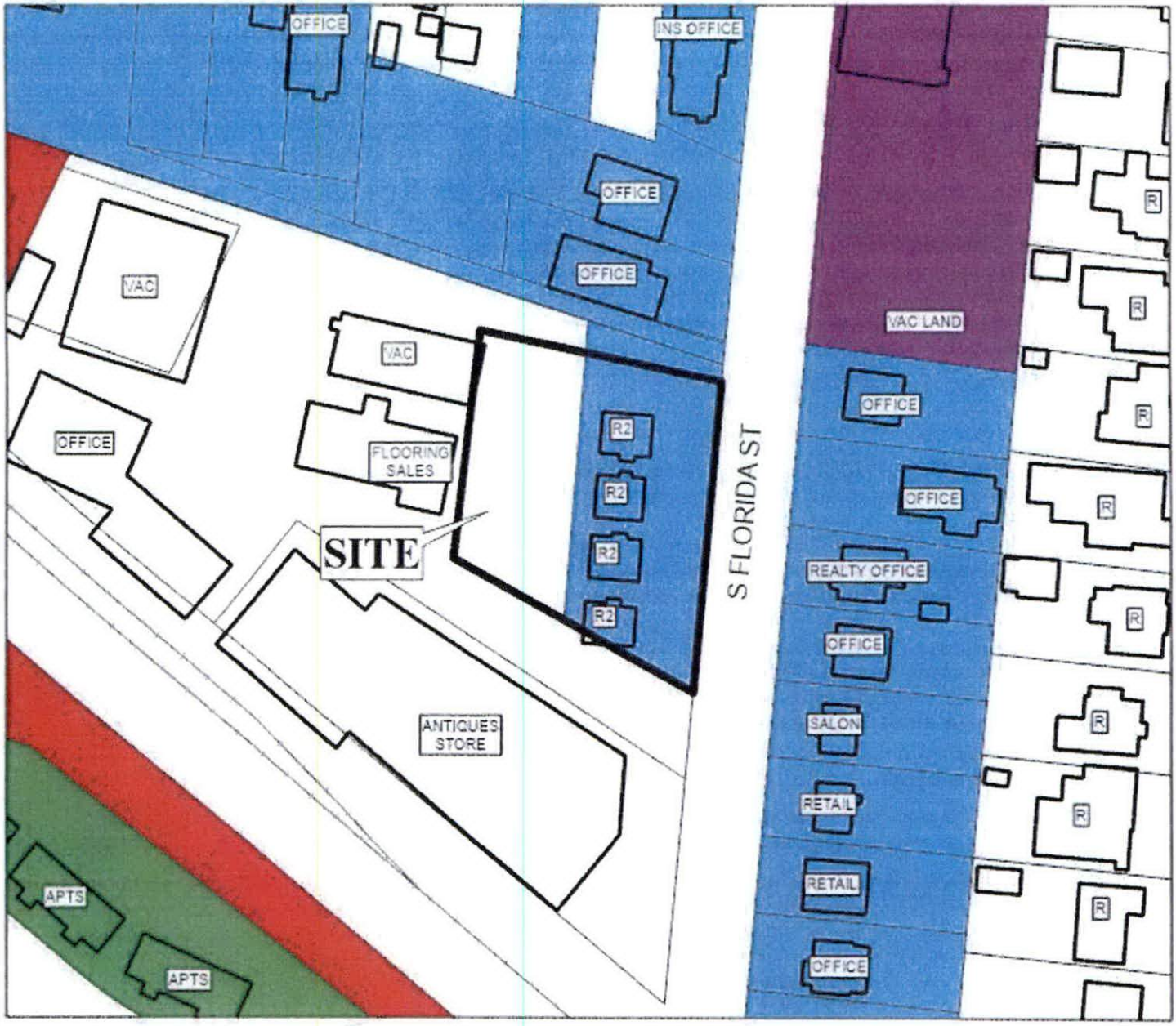
APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



This site is surrounded by commercial units.

APPLICATION NUMBER 8 DATE June 16, 2022

APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

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

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL

This site is surrounded by commercial units.

APPLICATION NUMBER 8 DATE June 16, 2022

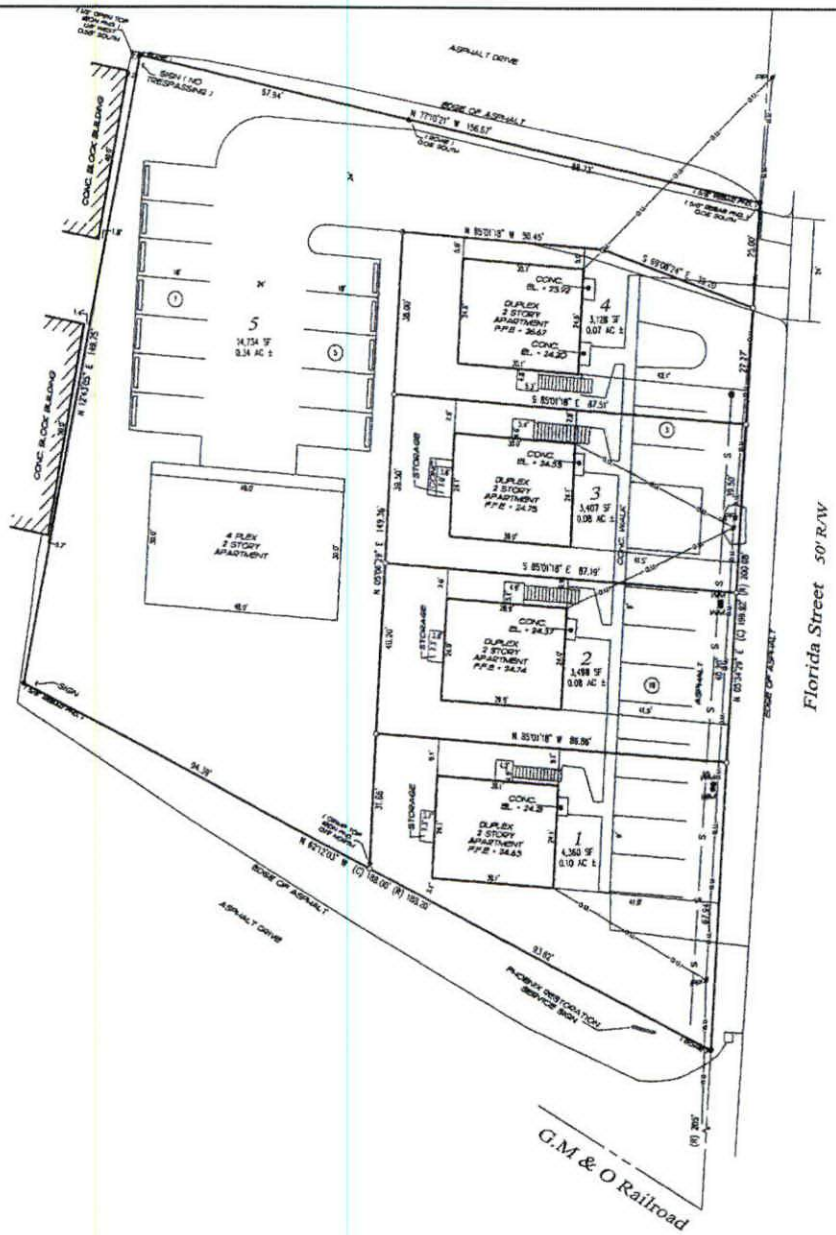
APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

N

NTS

SITE PLAN



This site illustrates the existing buildings, proposed building and parking.

APPLICATION NUMBER 8 DATE June 16, 2022

APPLICANT Florida Street Flats Subdivision

REQUEST Subdivision, PUD, Rezoning

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 2:52 PM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Mob City Rides, LLC for a Certificate of Public Convenience and Necessity to operate a LSV/Golf Cart service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

41-614 **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: JUL 19 2022

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A LSV/GOLF CART SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Mob City Rides, LLC to operate a LSV/Golf Cart 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 2, 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

CITY CLERK DEPARTMENT

2022 JUL 12 PM 1:00

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, George Austin St. Clair individually or on behalf of MDB City Rides LLC, 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:

MDB City Rides LLC

Business Address: 1201 Macarthur Pl Ct Mobile 36609

Telephone: 251-367-7433 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: 3-15-65 SSN:

Residence Address:

1201 Macarthur Pl Ct Mobile AL 36609

Address City State Zip code

Telephone Number: 251-367-7433 Driver's License #

Residing in Mobile County: Years: 54 Months: _____

U.S. Citizenship: Yes X No _____

I attest, under penalty of perjury that I am:

X 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. X 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)
G. Austin St. Clair	owner	same	

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 ☒ LSV / Golf Cart

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? M-F 8:30-2:30 Th-Sat 5-11pm Sat times vary

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: Yamaha	Year: 2020	Model:
Make: Club Car	Year: 2022	Model:
Make: Club Car	Year: 2022	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.

D. Austin St Clair
Applicant's Signature

NAME OF ENTITY:

Regions Bank

By: Keith Murphy
Its Assistant Manager

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12th **DAY OF** June, **20** 22

Keith Murphy
Notary Public

KEITH MURPHY NOTARY PUBLIC ALABAMA STATE AT LARGE

MY COMMISSON EXPIRES JUNE 17, 2024

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: George Austin St. Clair

Nickname(s) or Maiden Name: _____

Current Address: 1201 Macarthur Pl Ct Mobile 36609

Previous Address: _____

Personal Description:

Height: 5'9"

Weight: 230

Hair Color: Brown

Eye Color: Brown

Social Security Numbe: _____

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.

G. Austin St Clair

Signature

7/12/22

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: George Austin St. Clair

Date of Birth: 3-15-65 Security #: _____

Present Address 1201 Macarthur Pl Ct Mobile, AL 36609

Home Phone Number: _____ Work Phone Number: 251-379-0975

Attach a copy of your current driver's license to this sheet

Present Employer and Address: APM Terminals 300 Ezra Trice Blvd Mobile, AL 36603

Present Position/Title: AOM

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.

_____

Give nature of all transactions or acts giving rise to these judgements.

_____

Give name and location of court in which judgements were entered and date entered.

_____

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.

G. Austin St Clair
Signature

7/12/22
Date Signed

Criminal Justice Information Services Division
Clarksburg, WV 26306

GEORGE AUSTIN ST CLAIR
1201 MACARTHUR PL CT
MOBILE, AL 36609

Date: 02-22-2022

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

GEORGE AUSTIN ST CLAIR

Search Completed Result 02-22-2022

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Social Security number:

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. **This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.**

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Scott A. Rago
Section Chief
Biometric Services Section
Criminal Justice Information
Services Division

General Descriptors

Name:	ST. CLAIR, GEORGE AUSTIN		
Address:	1201 MACARTHUR PLACE COURT MOBILE ALABAMA 36609	**Nick Name:**	
Phone:	251-473-2448		
Race:	WHITE	**DOB:**	3/15/1965
Sex:	M	**Age:**	56
Weight:	25	**Eyes:**	BROWN
Height:	5'09"	**Facial:**	
Hair:	BROWN	**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 Type:** D
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: Ken Christ
DATE: 1/6/2022

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Nenstiel	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 11:30 AM

CITY CLERK DEPARTMENT

2022 JUL 27 PM 12:58

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: Jane Bartlett Nenstiel Date: 7/25/22

Address: 3000 Television Avenue, Mobile AL 36606

Phone: 251-478-7800 Email jbpappas@drugeducation.org

Date to Address City Council: August 2nd, 2022

Subject (must be completed): Members of the Mobile City-County Youth Council would like to thank the Council for their support as well as update them on what was done this past school year.

Specific Questions:

Signature: Jane Bartlett Nenstiel

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	7/28/2022
info	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 11:37 AM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Wednesday, July 27, 2022 11:21 PM
To: Gauthier, Lana
Subject: 8/2 Agenda
Attachments: FACTS.pdf

CAUTION: External Email

Madam Asst. City Clerk,

This is a formal request to be added to the upcoming Agenda. I will be making my last formal remarks pertaining to the investigation request. I will address the following:

* Clarification of facts and the verbal request.

Way back in January, I submitted materials to the 9th Floor. You forwarded the information for me. I have yet to hear anything from anyone. Nonetheless, to prevent amnesia-like tendencies I have offered a compressed fact sheet to provide additional clarity on the necessity, validity, and urgency of my request.

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director
"Success 4 the Future"
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

~ Faith ~ Uplifting Education ~ NO! 2 Violence ~ Sharing ~

July 27, 2022

(5) ITEMS OF FACT:

- *Knowing the importance of comprehension, in efforts to eliminate any (senseless) confusion, the following illustration is provided to support the necessity of a formal investigation into the abuse of power (continuously) exuded by the City of Mobile. While the final document will include up to 12 notable violations, it seemed befitting to offer a [general-idea] regarding the essence of the complaint.*

#1. Government and Broad Streets –

Get a Load of This Broad: For decades, Broad Street seemed like a problem too expensive to solve. A real fix for its uneven concrete-slab surface would mean a complete tearout to replace infrastructure and build a new roadbed. Then a federal TIGER grant opened the way. The work has progressed from Beauregard to Government Street over the last two years, with a series of extended closures. The city recently reopened the section between Government and Broad Streets, meaning Broad is fully open both for parades and for pre- and post-parade traffic. While all work on bike lanes, sidewalks and beautifying details may not be finished, this portion of the route should at least be smoother. (After Fat Tuesday, work will continue, with a closure planned on the south side of Government.) (Source: https://www.al.com/life/2022/02/coming-downtown-for-mardi-gras-you-might-notice-a-change-or-two.html)

- According to varying media outlets, aside from the story mentioned above, The City of Mobile inconvenienced Citizens for years to complete street repairs (with Taxpayer Funding). Somehow, because of Mardi Gras, this same area mentioned was revived for Carnival Season (2022) – potentially to obtain additional revenue. Yet, immediately after Fat Tuesday (until now), this same intersection has been inaccessible. Negatively impacting Residents and Businesses. Also see this breaking of trust and disrespect to the historical preservation of our natural culture in the same area (https://www.al.com/news/2022/06/city-broke-its-promise-once-again-tree-preservation-becomes-hot-topic-in-mobile.html)… ABUSE OF POWER!

#2. $8M of ARP funds to service less than 100 families –

"This is the only way in our opinion that this building which is at the heart of downtown on Bienville Square, it takes up about half a city block, will be rehabilitated in the next possibly 20

years," he said. (Source: https://mynbc15.com/news/local/mayor-wants-to-invest-8-million-into-old-gayfers-building-in-downtown-mobile)

- Based on the language articulated in the American Rescue Plan Act of 2021, this relief package is overwhelmingly geared towards those who qualify as low-income Americans. Since the City of Mobile became aware of receiving this funding, it has done everything it can to enlarge the coffers of a select few entities – ignoring the true needs of those suffering the most in Mobile, AL. Seeing that I was the first Citizen to address this matter in 2021, I am able to reference a plethora of occasions during the decision making process that seemed improper and a prelude for a unique set of groups and individuals to benefit from the rare opportunity (i.e. when Mr. James Barber [while responding to a statement by President Manzie, hoping to assure his Constituents that ARP funds would be used on Michigan Ave.] replied "We never budget to the penny.") as he wanted to justify what the City would report to Washington D.C. and how there were other intentions for the ARP money. Nevertheless, I will save those specificities (like the original Nonprofit Organization Request for Funding Date debacle with Ms. Anitra Henderson) for the final document. The above mentioned article is only one example of how ideological justifications were at the forefront of decision making as related to the ARP funds. The idea that we even entertained this for a year, while needed housing units are closed down or in horrendous condition is sickening. All as the rise of homelessness in our City increases. Also see this additional, wasteful spending of ARP funds (https://mynbc15.com/news/local/city-of-mobile-launching-operation-echo-stop-to-combat-gun-violence – Agenda Item **21-096**)… ABUSE OF POWER!

#3. Disregarding sentiments of the Mobile Municipal Court Presiding Judge –

Please see the document that I sent to the (current) Assistant City Clerk on Tuesday January 25, 2022. This information should have been forwarded to the Legislative Branch on the same date.

- In November of 2018 I was given an unlawful Traffic Citation by a (then) member of the Mobile Police Department, who has direct connection to Mr. James Barber. In the most recent Court proceeding, at which he presided, The Honorable Judge Whiddon – after expressing great adoration for the ongoing works and positive impact of "Success 4 the Future" – insisted that the City of Mobile expunge (nol. pros.) the pending case based on the sufficient evidence provided by the Defense (pro se). The City, in an act of overreach declined. Hence we are still wasting taxpayer resources to arrange Court hearings, *over a law that does not exist*. All because of the personal vendetta towards one particular Mobilian. While this is an additional form of negligence by MPD, the argument of lawlessness by the City of Mobile is one in the same (https://www.wkrg.com/mobile-county/woman-files-federal-lawsuit-claiming-abuse-by-mobile-police-officer/)… ABUSE OF POWER!

#4. $60K minimum of ARP funds for social event manager to stop crime –

Instead of using federal funds to support data-proven initiatives which would actually dilute and in time eradicate juvenile delinquency throughout the City of Mobile, our decision

makers decided (instead) to invest in yet another venture that shall not yield the results of the expenditure allocated. In 2018, "Success 4 the Future" was the most influential Youth Agency in Mobile, AL. This was also the year with the fewest homicides reported (over the past decade) since 2015. Unfortunately, this was seen as a threat to Public Officials, thus creating coerced instances (still ongoing) to destroy the organization's existence. Yet, most all existing youth agencies in the City attempted to duplicate something we created since then. We actually established the platform for Municipal Candidate Debates in 2021, from an event we hosted in 2017. This week however, through Operation Echo Stop, the City of Mobile is hosting a series of meritless social gatherings. Sadly, "leaders" are using this platform to finesse the people in regards to tackling youth violence. Based on previous events under the same umbrella – there has been minimal turnout. More importantly, the population needing the most help and attention has yet to be served… ABUSE OF POWER!

- (Here is one example of "Success 4 the Future" in action [2018], when Program Participants became the ONLY Citizens in Mobile County and only Students in MCPSS to participate in the selection process of the Superintendent https://utv44.com/news/local/project-education-candidates-vie-for-mobile-county-superintendent)

#5. Blatant discrimination and prejudice with use of City Funding –

The City of Mobile would rather approve spending more than $3K on catching one fish, than they would on supporting initiatives that work with young people suffering the most in our communities (Agenda Item **60-207**). As well, the City of Mobile would rather create a selective incentive package which ostracizes a specific population of employees, to prevent from having to give raises to all members of the Public Works Department, which was finally considered following continuous outcry from Citizens (https://mynbc15.com/news/local/mayor-public-works-employees-still-at-an-impasse). Please keep in mind, each of these instances were unanimously approved by the Mobile City Council. Neither sources of funding have yet to be released.

Thank you for your attention to this matter. As mentioned before this is just a minimal illustration of the items contained in this complaint. Since making myself accessible to the needs of the people, I have been transparent and strictly indulgent in the business of the City with my presentations and petitions. As well, for years, I have written and submitted information to City Leaders – only to get no response. So, instead of I have had to ensure there was an official record through my time on the Agenda. This Tuesday will be my last (formal) point of clarity, for this subject.

Kindest Regards,

Reginald J. Hill, II – M. Ed.
Founder/Executive Director
"Success 4 the Future"
rhills4tf@gmail.com

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Martin	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 2:06 PM

CITY CLERK DEPARTMENT

2022 JUL 28 PM 12:30

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: Darlene Martin Date: 7/28/22

Address: 2411 Cross St. Mobile, AL 36610

Phone: 251.487.4182 Email dbaker302010@gmail.com

Date to Address City Council: August 2, 2022

Subject (must be completed): Updates on Redistricting

Specific Questions:

Signature: Taken by phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 2:07 PM

CITY CLERK DEPARTMENT
2022 JUL 28 PM 12:30

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: Thomas Mitchell Date: 7/28/22

Address: 109 S. Monterey St. Mobile, AL 36604

Phone: 251.709.6348 Email cybinisme@icloud.com

Date to Address City Council: August 2, 2022

Subject (must be completed): Broken sidewalk around historic district 2.

Specific Questions:

Signature: Taken by phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfitting of 44 Tahoe and 8 Durango SUVs with police patrol packages for MPD.

General fund.

Amount of Contract:

%550,680.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220706 Dana Agenda Package POs	Cover Memo	7/6/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/7/2022 - 2:56 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
11792	2022	(F7000) MOTOR POOL	UPFIT 44 TAHOE AND 8 DURANGO SUVS WITH POLICE PATROL PACKAGES FOR MPD (SEALED BID 5579)	$550,680.00	(290980) DANA SAFETY SUPPLY INC

Adopted:

_____
City Clerk

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS PER CITY OF MOBILE BID #5579 AND YOUR QUOTE Additional Description Notes --- POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs REQUESTED BY THE POLICE DEPARTMENT.	44.00 EACH	10590.00000	465960.00
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			465960.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR DODGE DURANGO. AS PER CITY OF MOBILE BID #5579 AND YOUR QUOTE Additional Description Notes	8.00 EACH	10590.00000	84720.00

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
DANA SAFETY SUPPLY INC	MOTOR POOL
4809 KOGER BLVD	745 BROAD STREET
	MOBILE, AL 36604
GREENSBORO, NC 27407	CARTERD@CITYOFMOBILE.ORG
Tel#850-624-7173	Delivery Reference
Fax 800-375-8347	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	POLICE PATROL PACKAGE FOR DODGE DURANGO.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			84720.00

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

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 550680.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	550680.00	519353.14

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	550680.00	1962316.28

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

Bill To	Requisition 00011792-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
DANA SAFETY SUPPLY INC 4809 KOGER BLVD GREENSBORO, NC 27407 Tel#850-624-7173 Fax 800-375-8347	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	290980	06/27/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	Approved 06/30/22 CHARLES SUMRALL			
	Approved 07/01/22 KINA ANDREWS			
	Approved 07/01/22 JAMES DELAPP	Auto approved by: 910515803		
	Approved 07/06/22 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
	Approved 07/06/22 DONALD ROSE	Auto approved by: 9105paij		
	Approved 07/06/22 SANDRA LEWIS	Auto approved by: 9105paij		
	Approved 07/06/22 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

BID 5579: UPFITTING OF POLICE PACKAGE VEHICLES		
	DANA SAFETY SUPPLY INC.	PRO LOGIC ITS LLC
PATROL UPLIFT	10,590.00	9,209.88
TIME TO DO PATROL UPLIFT	1.5 DAYS PER UNIT	APPROX. 13 HRS
NON-PATROL UPLIFT	3,855.00	3,791.29
TIME TO DO NON-PATROL UPLIFT	1.5 DAYS	APPROX. 13 HRS

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: 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:
06/28/2021	5579	Police Department	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, July 21, 2021

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.					
APPX 50-55	**UPFITTING OF POLICE PACKAGE VEHICLES** THIS BID IS FOR THE UPFITTING OF POTROL AND NON-PATROL POLICE VEHICLES. Upfitting of 2021 or newer model Chevrolet Police Patrol Tahoe PPV as per the following and attached patrol build specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit patrol build Tahoe as per the following and attached specification $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit three (3) patrol build Tahoes per week. Can you meet the minimum of 3 completed units per week Yes_____ No_____ 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.

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 2 of 3

APPX 5-12

Upfitting of 2021 or newer model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached non-patrol specifications.

Vendor shall bid and provide the items specified as per the attached specification.

Price to upfit Tahoe as per the following and attached specification $_____/ unit.

Time to upfit each Tahoe as per specification _____

The City desires for the vendor to be able to upfit three (3) Tahoes per week.

Can you meet the minimum of 3 completed units per week
Yes_____ No_____

Vendor shall provide documentation that they are qualified/certified to install the Sound Off Blueprint System or similar system as bid to specification.

City of Mobile will deliver the vehicle to the vendor's shop for upfitting and pick them up when upfitting is complete.

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 QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

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 one (1) year 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 two (2) additional one (1) year periods.

If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS

Option

Should the City require, the vendor may be required to pick up the vehicles from a location for upfitting and then delivered to the City of Mobile once upfitting has been completed.

Provide price per mile to pick up and to deliver to the City of Mobile the complete vehicle $_____/mile.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PATROL BUILD

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Options were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ENGKTGD002 –This is a kit which consists of the following:**

   A. **(1) SoundOff Signal ENGCC01241 – bluePRINT system controller.**
   B. **(1) SoundOff Signal ENGHNK01 – bluePRINT central controller harness kit.**
   C. **(2) SoundOff Signal ENGHNK02 – bluePRINT remote node harness kit.**
   D. **(1) SoundOff Signal ENGSA07152 – bluePRINT 400 series remote mount siren control.**
   E. **(1) SoundOff Signal ENGCP18002 – bluePRINT 400 series siren control panel.**
   F. **(2) SoundOff Signal ENGND04101 – bluePRINT remote node.**
   G. **(2) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.**
   H. **(1) SoundOff Signal ENGLMK001 – bluePRINT Link Module.**

*** bluePRINT® Central Controller - Communication Hub for use within the EV Control System - 1 Active High Ignition Input, 24 Outputs (100 Amps max) • Must use PC configuration software to manage the relationship between input and outputs to create vehicle behaviors to improve officer and public safety**
• Must be able to synchronize secondary lights to the light bar
• System must use Visual Diagnostic Indicators and Reliability Records for Each Output:
• Must be able to test and diagnose faults which may include over-current, over-temperature, over-voltage, under-voltage, and open-load.
• Logs are also recorded for the number of times the fault has occurred since last reset to aid in the diagnosis of intermittent connections.
• Each output has to have the ability to be individually timed after ignition is shut down; this eliminates the need for an external timer
• Each output has to have the ability to be programmed to load shed when the battery reaches certain programmed voltage levels
• Must have ignition security included in central controller—warning lights and siren activates when someone tries to steal the vehicle.
Input Voltage: 10-16Vdc (Negative Ground)
Outputs: Up to 82 programmable outputs
Inputs: Up to 40 discretely wired inputs + 24 CAN-BUS inputs
The Central Controller processor stores and interprets the input and output configuration from the software application and control outputs accordingly as well as monitors outputs for fault conditions. The Central Controller is fully software configurable via PC Software app through USB connection. The central controller is the communication hub for other system components within the EV Control System allowing for:
• A communication port for light bar
• A communication port for 14 button control panel
• A communication port for other control system devices
• Up to 5 remote nodes
• Input node
• Up to 2 200R siren amplifiers or (1) 400 series siren amplifier

The central controller allows for 24 outputs for connection to vehicle devices (100 Amps max) and has:
• (4) 10-amp fused outputs - constant power

• (8) 10-amp solid state switchable outputs
• (12) 5-amp solid state switchable outputs. Each output to have a status LED to show if output is active
Must have a diagnostic LED to aid in diagnosing system issues
Input Voltage: 10-16Vdc (Negative Ground) Dimensions: 7" x 6.25" x 1"
IGN ON: Standby Current: 140mA Operating Temp: -40˚C to + 65˚C
IGN OFF: Sleep Current: 0.34 MICROAMPS
Must have the following Program Functions:
• Increased visibility at intersections by tapping the horn—15 second aggressive pattern change with splashes of white, wall of white and horn tone, to clear intersections to improve safety, after 15 seconds warning pattern reverts back to last position
• All Blue Light Heads to Flicker Cruise by Axillary button
• Automatic Siren Cut and slide 1 traffic stop pattern, when vehicle is in park position
• Each door must have timed off/on delay of 8 seconds when officer exits vehicle or opens rear doors during interviews to prevent vision loss
• Automated Arrow control, when vehicle is in Drive, Arrow is disabled and last warning pattern is activated, when in Park, arrow resumes
• Increased visibility when braking when in slide position 2 or 3 (Red Light heads activate to signal following officers)
• Increased safety during high risk stops—Blitz Tactical Feature to be activated by Factory Horn and/or side switch (aggressive flash pattern with splashes of white and dual tone siren horn/piercer tones, 8 seconds, then full scene white lights forward facing, all side and rear lighting is off with exception of Rear Drivers Side Red Steady burn task light in cruise Mode. – Vehicle in Park with take downs on, slide position 1 for Blitz to function
• Ignition security activation when officer takes keys out of ignition to keep engine running, lights and siren are activated when someone depresses brake while trying to steal the vehicle. This feature must be included at no-cost. The gun lock will also be disabled after the ISS activates.
• 180 degree Flood/Scene lighting by turning on your high beams when the takedowns are on—gives the officer an advantage to see interior of vehicle without having to reach into press an auxiliary button
• Increased white light for reverse—rear facing light heads to activate solid white when vehicle is in reverse
• Increased red light for braking—rear facing light heads to activate solid red when brake is depressed
• Increased visibility by holding the horn to produce a front wall of white light to clear intersections, activated in slide position 3
• Individual timers to increase battery life and monitor power usage—eliminate extra batteries, all vehicle components are to be timed and load shed based on agency requirements
• Indicator beep will start beeping while service engine light is illuminated and the engine is running, causing officer to bring the vehicle in for fleet to determine cause of service engine warning.
• Must have up to 24 available matrices for expansion beyond what is listed above

NOTE: Due to system integrity and reduction of failure points, ALL programs and Pattern Modes/Matrices are to be achieved without the use of external relays or diodes.

2. (2) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.

3. (1) Setina BK2044TAH21 – Push bumper with factory installed SoundOff Signal nFORCE blue and white color LED lights. 2 mounted on the front and 2 on the sides. This product must be able to sync with light bar.

4. (1) SoundOff Signal ENVLB00EAY-1Q9 – nFUSE full size 54" light bar w/ take downs & alleys – clear lenses with blue/white to front w/scene, blue/amber rear for traffic director. This product must have multiple driver control boards for reliability.

5. (2) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.

6. **(4) SoundOff Signal EMPS2QMS5RBW – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 18 LED, tricolor – red/blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.**

7. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**

8. **(1) Gamber Johnson GJ-MBL2 – This is a kit which consists of the following:**

   A. **(1) Gamber Johnson 7170-0864-03 – Wide body console box kit for 2021 Tahoe 13.5" in height x 14.54" in width x 28.66" in depth. This kit will include:**

      - **Internal printer mount**
      - **(1) arm rest**
      - **Cup holder**
      - **Computer Stand**
      - **Motion device**
      - **(2) mic clip brackets**

   B. **(1) Gamber Johnson 7110-1013 – Side armrest**

   C. **(2) Gamber Johnson 7160-1558 – Vertical steel window bars**

9. **(1) Setina GK11191B1SHKSSCA – Blac-Rac universal partition mount rifle and shotgun lock.**

10. **(1) Setina PK0602TAH21SCA – recessed panel front partition with polycarbonate, polycarbonate sliding window, and metal backing.**

11. **(1) Setina DK0100TAH21 – plastic door panel covers.**

12. **(1) Setina QK0281TAH21 – Plastic seat replacement, seat belts, and polycarbonate rear partition combo.**

Installation details:

Item #1 – SoundOff Signal ENGKTGD002 – shall be installed as per manufacturer's specifications using factory supplied hardware. The system controller and harness kit will be mounted inside the Gamber Johnson center console. The remote nodes and harnesses will be mounted at locations to be determined. The SoundOff light and siren controller will be mounted on the Gamber Johnson console using a specific bracket. The siren speakers will be mounted to the push bumper using the supplied brackets and using stainless steel hardware.

Item #2 – MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Will be provided and managed by the bluePRINT system.
Ground: Connected to ground on front factory upfitter harness.

Item #3 – Setina BK2044TAH21 – shall be installed as per manufacturer's specifications to the front bumper.

Item #4 - SoundOff Signal ENVLB00EAY-1Q9 - shall be installed as per manufacturer's specifications to the rooftop of the Tahoe aligned with the "B" pillar. All wiring from the light bar will be protected by a grommet when passing through the roof and sealed with silicone.

Item #5 - (2) SoundOff Signal EMPS2QMS4E – shall be installed as per manufacturer's specifications. They will be installed on the front driver and passenger fenders and aligned horizontally.

Item #6 – SoundOff Signal EMPS2QMS5RBW – shall be installed as per manufacturer's specifications. One set will be installed on the panel above the tail lights and aligned vertically. The other set will be installed on the panel beside the tag and aligned horizontally.

Item # 7 – SoundOff Signal ECVDMLTST4G – shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item #8 – Gamber Johnson GJ-MBL2 – shall be installed as per manufacturer's specifications. The Gamber Johnson console will be installed between the front two seats. The additional arm rest will be installed on the Gamber Johnson console. The Gamber Johnson window bars shall be installed as per manufacturer's specifications on both rear passenger doors.

Item #9-12 - Setina GK11191B1SHKSSCA, Setina PK0602TAH21SCA, Setina DK0100TAH21, and Setina QK0281TAH21 – shall all be installed as per manufacturer's specifications.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power:	Connected to constant power on the MNSTAR fused distribution block.
Ignition:	Connected to ignition power on the MNSTAR fused distribution block.
Ground:	Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted on the rear of the rear partition with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall

be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

**** **Install shall include an Axon Signal Vehicle Video Recording System which will also be provided to the contractor by the City of Mobile.**

NON-PATROL BUILD

Vendor shall provide the emergency equipment listed and provide installation of the products into City of Mobile provided Chevrolet Tahoes. The City will be responsible to deliver the vehicles to the vendor and to pick them up when installation is completed.

The Non Patrol Build Tahoe shall consist of the 2021 year model full size Chevrolet Tahoe PPV with 2-wheel drive

The following Chevrolet Police Package Vehicle Opitions were included when the vehicles were built: 6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, 5Y1 20% Front Seat Delete, and fitted front and rear floor mats.

The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. **(1) SoundOff Signal ETSA481CSR – 400 series console mount siren control.**
2. **(1) SoundOff Signal ETSS100N – 100N series composite speaker w/ universal bracket.**
3. **(1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.**
4. **(2) SoundOff Signal ENFSWP3E – nFORCE windshield permanent mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white.**
5. **(6) SoundOff Signal EMPS2QMS4E – mPower 4" fascia light quick mount, 18" hard wire w/ sync option, SAE class 1 & CA Title 13 compliant, 9-32 Vdc, black housing, 12 LED, dual color – blue/white. This product must have Dow Corning ClearDuty silicone molded one piece housing and optic design for longer life and to resist gravel pitting, scratching, or cracking.**
6. **(1) SoundOff Signal ECVDMLTST4G – interior cargo/LED dome light, flush mount w/ grey base, 6" x 3", white LEDs.**
7. **(1) Gamber Johnson GJ-MBL1 – This is a kit which consists of:**
    - **(1) Gamber Johnson 7170-1566 – Wide body console box for 2021 Tahoe 13.5" in height x 14.54" in width x 28.66" in depth.**
    - **(1) Gamber Johnson 7160-0846 – dual internal cup holder**
    - **(2) Gamber Johnson 7110-1013 – side armrest**
8. **(1) Setina GK11191B1SHKSSCA – Blac-Rac standalone mount universal rifle and shotgun rack.**
9. **(1) Setina GF1092TAH15 – base for Blac-Rac standalone mount universal rifle and shotgun rack.**
10. **(1) GC Electronics 35-3370-BU - 12 VDC 30 Amp SPST rocker switch with red LED indicator.**

Installation details:

Item # 1 – SoundOff Signal ETSA481CSR – shall be installed as per manufacturer's specifications in the Gamber Johnson console with a specific bracket. Wiring connections for this item will be connected as follows:

Power:	Attached to ignition power on MNSTAR Solutions fused distribution block.
Ground:	Attached to ground on MNSTAR Solutions fused distribution block.
Speaker:	Attached to factory wiring harness that is connected to siren speaker.
Horn Ring:	Attached to factory wiring harness that is connected to the vehicle horn switch.
Mic Bracket:	Will be mounted to Gamber Johnson console

Item # 2 - SoundOff Signal ETSS100N - shall be installed as per manufacturer's specifications to the core support using the supplied bracket and using stainless steel hardware.

Item # 3 - MNSTAR SOLUTIONS PD-B6I6 - shall be installed per manufacturer's specifications inside the Gamber Johnson console. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item will be connected as follows:

Constant Power: Connected to constant power on front factory upfitter harness.
Ignition Power: Connected to ignition power relays on front factory upfitter harness.
Ground: Connected to ground on front factory upfitter harness.

Item # 4 – SoundOff Signal ENFSWP3E – will be installed as per manufacturer's specifications and using appropriate hardware to the headliner above the front seats and touching the front windshield.

Item # 5 - SoundOff Signal EMPS2QMS4E - shall be installed as per manufacturer's specifications. One set will be installed on the front driver and passenger fenders and aligned horizontally. One set will be installed on the panel above the tail lights and aligned vertically. One set will be installed on the panel beside the tag and aligned horizontally.

Item # 6 - SoundOff Signal ECVDMLTST4G - shall be installed as per manufacturer's specifications and centered on the inside of the rear hatch.

Item # 7 Gamber Johnson 7170-1566 – shall be installed as per manufacturer's specifications. The Gamber Johnson console will be installed between the front two seats. The dual internal cup holder and additional arm rest will be installed on the Gamber Johnson console.

Item # 8 - Setina GK11191B1SHKSSCA - shall be installed as per manufacturer's specifications behind the Gamber Johnson console.

Item # 9 - Setina GF1092TAH15 - shall be installed as per manufacturer's specifications behind the Gamber Johnson console.

Item # 10 - GC Electronics 35-3370-BU – shall be installed as per manufacturer's specifications in the rear hatch area. It will control the rear cargo area light. It will be wired as follows:

Earth: Connected to nearest available ground point.
Load: Connected to power on the rear cargo area light.
Supply: Connected to constant power on MNSTAR Solutions fused distribution block.

Additional Requirements:

Mobile Radio Wiring – the wiring harnesses for this item will be connected as follows:

Power: Connected to constant power on the MNSTAR fused distribution block.
Ignition: Connected to ignition power on the MNSTAR fused distribution block.
Ground: Connected to ground on the MNSTAR fused distribution block.

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted on the Gamber Johnson console using the specific bracket. The MRU will be mounted inside the Gamber Johnson console with a specific Harris bracket. A 3pin data cable will run between these 2 units. A Harris combination radio and GPS antenna will be installed on the rear of the roof. A RG-58 coaxial antenna cable and a GPS antenna cable will run from the combination antenna and terminate with a TNC connector and a SMA connector respectively at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware inside the Gamber Johnson console.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the SoundOff control unit so as to activate when programmed to.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).

- A warranty and service agreement will be made detailing what service will be provided and for what length of time to be provided with your bid response.

- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.

- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.

- All lights will be synchronized together.

- The installer is responsible for providing and installing all wiring, shop supplies, and any equipment not specifically listed as being provided by the City of Mobile; as necessary for a professional installation of the above listed items.

- All installations must be professional, neat in appearance, and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used as well as comply with industry standards.

- All wires will be routed behind trim and floor covering and positioned as to not interfere with other components.

- Any hardware not provided by the equipment manufacturer that the installer uses to mount equipment to the vehicle outside of the passenger compartment must be stainless steel.

*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

MOBILE
ALABAMA

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Nick Amberger PE
City Engineer

Sponsored by:

William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

To accept a master Services Agreement with Volkert, Inc

Amount of Contract:

$129,146.03

Funding Source

Project # C0721 **Discretionary Funds**

Project String 20002000-48020 **Contract Number:**3897

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
streetscape improvements	Cover Memo	7/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/14/2022 - 4:10 PM
Capital	Rhodes, Brenda	Approved	7/15/2022 - 10:08 AM
Legal	Kern, Chris	Approved	7/15/2022 - 4:25 PM
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:44 PM

CAPITAL CONTRACT SUMMARY SHEET (2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Master Services Agreement for U.S. Hwy 45 Streetscape Improvements (Wilson Ave. to Prichard Ave.); COM Project # 2022-3005-06 D#1

PROJECT #: C0721 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Streetscape Improvements

CONTRACT AMOUNT: $129,146.03

VENDOR NAME: Volkert, Inc.

VENDOR NUMBER: 132093

DEPT #: 3005 **DEPT NAME:** Engineer

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** ___; 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** 7/14/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Cory Penn

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:	Volkert, Inc.
Project Name:	Master Service Agreement U.S. Hwy 45 Streetscape Improvements (Wilson Ave. to Prichard Ave.) COM Project No. 2022-3005-06
Estimated Cost:	$129,146.03
Adopted:	

_____
City Clerk

MASTER SERVICES AGREEMENT

This agreement ("Agreement"), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama ("City") and Volkert, Inc. ("Engineer").

WHEREAS,

In consideration of the mutual covenants contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

This Agreement will cover professional engineering design and bidding services for a streetscapes project on Hwy 45. The City of Mobile Engineering Department Number for this project is 2022-3005-06. The assigned tasks and services of this agreement will focus on, but not be limited to, the following:

1. Topographic survey
2. Project coordination and Preliminary Design
3. Environmental Permitting
4. Final Design, Cost Estimating, and Bid Preparation
5. ALDOT Permitting/Agreements
6. Grant Application
7. Bid Assistance

The services to be performed by Engineer under this Agreement ("Services" and "Deliverables") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Engineering Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Engineer shall prepare a Task Order proposal containing an identification of the project ("Project"), description of the Services and Deliverables, compensation to be paid to Engineer for the performance of the Services ("Compensation"), and a proposed schedule for the performance ("Project Schedule") for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

2.4 Each Task Order shall include a Not to Exceed amount and will be based on the hourly rate schedule located in Attachment C of this Agreement.

2.5 Once a Task Order has been approved, the Engineer will be given a Notice to Proceed. Engineering Services will begin within ten (10) days of Notice to Proceed.

3 INVOICING AND PAYMENT

For the performance by the Engineer of the services provided for in this Agreement, and as full and complete compensation therefore, including all approved expenditures and expenses incurred by the Engineer in connection with this Agreement, and subject to conformity with all provisions of this Agreement, the City will pay the Engineer on a time and materials basis as follows:

A. Engineer shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and reimbursable expenses incurred, if any. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Engineer within thirty (30) work days from the date of invoice.

B. The maximum amount payable to the Engineer for the work provided under this Agreement, including work performed by subcontractors or sub consultants, shall not exceed $129,146.03.

C. Compensation to be paid the Engineer for providing the professional services described in each Task Order shall have a Not to Exceed amount specifically for each Task Order and be in accordance with the rate schedule in Attachment C.

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect for a period of two (2) years unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Engineer shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task

Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

4.4 If the City deems necessary to complete the project, an extension of time may be granted by a change order as shown in Attachment B.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Engineer all applicable information and technical data in City's possession or control reasonably requested by Engineer for the proper performance of the Services.

5.3 City, where applicable, shall obtain or arrange for the following:

5.3.1 All relevant published advertisements for bids;

5.3.2 Unless otherwise provided in the Task Order, all necessary land, easements, and rights-of-way; and

5.3.3 City shall pay for any costs associated with the above items, as provided in the Task Order.

6 ENGINEER'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Engineer shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Engineer shall not substitute designated project managers without the prior written approval of the City.

6.2 Engineer shall perform the Services as an independent contractor and not as City's agent or employee. Engineer shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The Engineer, in the preparation of plans and any other items pertaining to this project, will meet the requirements for conformance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, applicable local ordinances, and will ascertain the practices of the City prior to beginning any work on this project. All work

required under this Agreement will be performed in accordance with these standards and practices and any special requirements set forth in each Task Order.

7 CHANGE ORDERS

City or Engineer may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Engineer have been affected by such change properly approved, Engineer's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Engineer to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Engineer.

10 INSURANCE

10.1 Engineer will furnish to City copies of insurance certificates evidencing that it maintains the following coverages while performing Services, subject to the terms and conditions of the policies:

TYPE	AMOUNT
Workers Compensation	Statutory
Employers' Liability	$1,000,000 policy limit
Commercial General Liability	$1,000,000
Automobile Liability	$1,000,000
Professional Liability	$1,000,000

10.2 Engineer will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Engineer shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

ENGINEER 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.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Engineer or any portion thereof for a period of not more than 90 days by notice in writing to Engineer. Engineer shall resume the Services on receipt from the City of a written notice of resumption of the Services. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing thirty (30) days written notice to Engineer. In such event, Engineer will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY
City Engineering
City of Mobile
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

Attn: Tammy Olivero, P.E.

ENGINEER

Volkert, Inc.
1110 Montlimar Drive, Suite 1050
Mobile, Alabama 36609

Attn: Drew Davis, P.E.

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

17.10 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.11 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.

17.12 Prohibition of Boycotting. The Consultant is not currently engaged in, and shall not engage in, the boycott of any person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

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

17.14 Seal. This Agreement is executed under Seal by the Engineer.

18 ATTACHMENTS

A Task Order
B Change Order
C Hourly Rate Schedule
D Professional Services Fee Proposal
E Insurance

CITY	**ENGINEER**
Signature	Signature (SEAL)
	Drew T. Davis
Name (Printed or Typed)	Name (Printed or Typed)
	7/7/2022
Date	Date

Attachment A

TASK ORDER NUMBER _____

This Task Order is made this the ___ day of _____, 20__, by and between The City of Mobile ("City") and Volkert, Inc. ("Engineer") pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ___ day of _____, 20____, ("Agreement"), which incorporated this Task Order by reference.

1. The Engineering Project Number for this Task Order is 2022-3005-06. The Engineering Project Number and Task Order Number shall both be referenced in each invoice submitted by Engineer to City under this Task Order.

2. The Services to be performed by Engineer, the Project Schedule, The Deliverables, and the Compensation to be paid to Engineer for the performance of the Services under this Task Order is set forth in the Engineer's proposal that has been accepted by the City Engineer, attached hereto and incorporated herein by reference. A Scope of Services checklist may be included with this task if required.

CITY	**ENGINEER**
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment B

CHANGE ORDER

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__ ("Agreement") between the City of Mobile ("City") and Volkert, Inc. ("Engineer"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____
_____
_____
_____
_____

2. Change in time of Performance (attach schedule if appropriate):

_____

3. Change in Engineer's Compensation:

_____

All other terms and conditions remain unchanged.

CITY	**ENGINEER**
_____	_____
Signature	Signature (SEAL)
_____	_____
Name (Printed or Typed)	Name (Printed or Typed)
_____	_____
Date	Date

Attachment C

HOURLY RATE SCHEDULE

Attachment C
Hwy 45 Streetscape Hourly Rate Schedule

POSITION	BILLING RATE W/O DIRECTS
Principal	242
Supervisor	246
Project Manager	210
Staff 2 Engineer	173
Staff 1 Engineer	113
Environmental	172
Senior Designer	130
Designer	120
Technician	119
Drafter	78
Bridge Inspector 2	136
Bridge Inspector 1	126
Administrative Assistant	89
2-Man Survey Crew	135
3-Man Survey Crew	215
4-Man Survey Crew	243
CEI Project Manager	111
CEI Senior Inspector	87
CEI Level 2 Inspector	72
CEI Level 1 Inspector	57

The rates listed above are for the year 2022. These rates shall be updated yearly to account for salary changes and overhead audits.

Attachment D

PROFESSIONAL SERVICES FEE PROPOSAL

SUMMARY OF PROFESSIONAL SERVICE FEE PROPOSAL			
SCOPE OF SERVICES FOR US-45			
TASK	SERVICE DESCRIPTION		TOTAL COST
A	TOTAL TOPOGRAPHIC SURVEY SERVICES COST →	$	29,925.00
B	TOTAL PROJECT COORDINATION AND PRELIMINARY DESIGN →	$	17,323.76
C	TOTAL ENVIRONMENTAL PERMITTING COST →	$	13,000.00
D	TOTAL FINAL DESIGN, COST ESTIMATING, AND BID DOCUMENT PREPARATION COST →	$	55,253.51
E	TOTAL ALDOT PERMITTING/AGREEMENTS COST →	$	2,221.76
F	TOTAL GRANT APPLICATION COST →	$	9,180.00
G	TOTAL BID ASSISTANCE COST →	$	2,242.00
	TOTAL SCOPE OF SERVICES FOR US-45 PROFESSIONAL SERVICES COST		$129,146.03

PROJECT DESCRIPTION: US-45

TASK	TOPOGRAPHIC SURVEY SUB-CONSULTANT (CIVIL SOUTHEAST)			
A	**TOPOGRAPHIC SURVEY**		**Cost**	
A-1	TOPOGRAPHIC SURVEY	$	28,500.00	
	SUBTOTAL SUBCONSULTANT COST	**$**	**28,500.00**	
	Volkert, Inc. (Management Fee, 5% of Total Subconsultant Fee)	$	1,425.00	
	TOTAL TOPOGRAPHIC SURVEY SERVICES COST →	**$**	**29,925.00**	**LS**

TASK	TASK B - MAN-HOUR ESTIMATE							
B	PROJECT COORDINATION AND PRELIMINARY DESIGN	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
B-1	Kick off & Owner Coordination Meetings	4	4					3
B-2	ALDOT and Utilities Coordination Meetings	4	4	6				1
B-3	Preliminary Design	8	40	40				1
	TOTAL PRELIMINARY MAN-HOURS →	16	48	46	0	0	0	5

TASK	PROJECT COORDINATION AND PRELIMINARY DESIGN - PROPOSED FEE				
B	PROJECT COORDINATION AND PRELIMINARY DESIGN	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	16	$ 210.00	$	3,360.00
	Staff 2 Engineer - Roadway	48	$ 173.00	$	8,304.00
	Staff 1 Engineer - Roadway	46	$ 113.00	$	5,198.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	5	$ 89.00	$	445.00
	TOTAL DIRECT LABOR →			$	17,307.00
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (7.1 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	14.2	$ 0.59	$ 16.76
	TOTAL OUT OF POCKET COST →			$	16.76
	SUB-CONSULTANTS				
B					
	SUBTOTAL SUBCONSULTANT COST			$	-
	Volkert, Inc. Management Fee (5% of subconsultant cost)			$	-
	TOTAL PROJECT COORDINATION AND PRELIMINARY DESIGN →			$	17,323.76 LS

PROJECT DESCRIPTION: US-45

TASK	TASK C - ENVIRONMENTAL PERMITTING		
C	**ENVIRONMENTAL PERMITTING**	**Cost**	
C-1	Wetland Delineation and T&E Habitat Survey	$6,000.00	
C-2	Cultural Resources Assessment (If Needed)	$5,000.00	
C-3	USACE Section 404 Nationwide Permit Application (If Needed)	$2,000.00	
	TOTAL ENVIRONMENTAL PERMITTING COST →	**$13,000.00**	**LS**

TASK	TASK D - MAN-HOUR ESTIMATE							
D	FINAL DESIGN, COST ESTIMATING, AND BID DOCUMENT PREPARATION	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
D-1	Final Design	10	140	160			40	
D-2	Cost Estimating	2	8	8				
D-3	Bid Document Preparation	4	24					
	TOTAL FINAL MASTERPLAN MAN-HOURS →	16	172	168	0	0	40	0

TASK	FINAL DESIGN, COST ESTIMATING, AND BID DOCUMENT PREPARATION - PROPOSED FEE					
D	FINAL DESIGN, COST ESTIMATING, AND BID DOCUMENT PREPARATION	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	16	$ 210.00	$ 3,360.00		
	Staff 2 Engineer - Roadway	172	$ 173.00	$ 29,756.00		
	Staff 1 Engineer - Roadway	168	$ 113.00	$ 18,984.00		
	Environmental Engineer / Scientist	0	$ 172.00	$ -		
	Technican	0	$ 119.00	$ -		
	Drafter	40	$ 78.00	$ 3,120.00		
	Adminstrative Assistant	0	$ 89.00	$ -		
	TOTAL DIRECT LABOR →			$ 55,220.00		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (7.1 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost	
		4	14.2	$ 0.59	$ 33.51	
	TOTAL OUT OF POCKET COST →			$ 33.51		
	SUB-CONSULTANTS					
D						
	SUBTOTAL SUBCONSULTANT COST			$ -		
	Volkert, Inc. Management Fee (5% of subconsultant cost)			$ -		
	TOTAL FINAL DESIGN, COST ESTIMATING, AND BID DOCUMENT PREPARATION COST →			$ 55,253.51		LS

TASK	TASK E - MAN-HOUR ESTIMATE							
E	ALDOT PERMITTING/AGREEMENTS	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
E-1	ALDOT Permitting/Agreements	1	5	10				
	TOTAL PRELIMINARY MAN-HOURS →	1	5	10	0	0	0	0

TASK	FINAL ALDOT PERMITTING/AGREEMENTS - PROPOSED FEE				
E	ALDOT PERMITTING/AGREEMENTS	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	1	$ 210.00	$	210.00
	Staff 2 Engineer - Roadway	5	$ 173.00	$	865.00
	Staff 1 Engineer - Roadway	10	$ 113.00	$	1,130.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Adminstrative Assistant	0	$ 89.00	$	-
	TOTAL DIRECT LABOR →			$	2,205.00
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (7.1 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	14.2	$ 0.59	$ 16.76
	TOTAL OUT OF POCKET COST →			$	16.76
	SUB-CONSULTANTS				
E					
	SUBTOTAL SUBCONSULTANT COST			$	-
	Volkert, Inc. Management Fee (5% of subconsultant cost)			$	-
	TOTAL ALDOT PERMITTING/AGREEMENTS COST →			$	2,221.76 LS

TASK	TASK F - MAN-HOUR ESTIMATE							
F	GRANT APPLICATION	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
F-1	Grant Application (If Needed)		40	20				
	TOTAL COST ESTIMATING MAN-HOURS →	0	40	20	0	0	0	0

TASK	GRANT APPLICATION - PROPOSED FEE				
F	GRANT APPLICATION	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	0	$ 210.00	$	-
	Staff 2 Engineer - Roadway	40	$ 173.00	$	6,920.00
	Staff 1 Engineer - Roadway	20	$ 113.00	$	2,260.00
	Environmental Engineer / Scientist	0	$ 172.00	$	-
	Technican	0	$ 119.00	$	-
	Drafter	0	$ 78.00	$	-
	Administrative Assistant	0	$ 89.00	$	-
	TOTAL DIRECT LABOR →			$	9,180.00
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (7.1 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		0	0	$ 0.59	$ -
	TOTAL OUT OF POCKET COST →			$	-
	TOTAL GRANT APPLICATION COST →			$	9,180.00 LS

TASK	TASK G - MAN-HOUR ESTIMATE							
G	BID ASSISTANCE	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
G-1	Bid Assisstance	2	4	10				
	TOTAL COST ESTIMATING MAN-HOURS →	2	4	10	0	0	0	0

TASK	BID ASSISTANCE - PROPOSED FEE					
G	BID ASSISTANCE	Man-hour	Rate	COST		
	Labor Costs					
	Project Manager	2	$ 210.00	$ 420.00		
	Staff 2 Engineer - Roadway	4	$ 173.00	$ 692.00		
	Staff 1 Engineer - Roadway	10	$ 113.00	$ 1,130.00		
	Environmental Engineer / Scientist	0	$ 172.00	$ -		
	Technican	0	$ 119.00	$ -		
	Drafter	0	$ 78.00	$ -		
	Adminstrative Assistant	0	$ 89.00	$ -		
	TOTAL DIRECT LABOR →			$ 2,242.00		
	Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (7.1 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost	
		0	0	$ 0.59	$ -	
	TOTAL OUT OF POCKET COST →			$ -		
	TOTAL BID ASSISTANCE COST →			$ 2,242.00	LS	

Attachment E

INSURANCE

City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# 2022-3005-06 Current Date 7 /7 /22

Project Description U.S. Hwy 45 Streetscape Improvements (Wilson-Prichard)

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 Master Services Contract for engineering design services that will be executed by task order only. The tasks are specialized and small enough to not warrant the use of sub-consultants.

Nick Amberger
Requested By (Department Director)

(Signature) City Engineer (Title) 7/8/2022 (Date)

251-208-7426
Telephone Number

nick.amberger@cityofmobile.org
Email Address

Archnique Kidd
Reviewed By (Office of Supplier Diversity)

Archnique Kidd
(Signature) Supplier Diversity Manager (Title) 7/11/2022 (Date)

Approved By (CAO)

Client#: 25392 VOLKINCO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/06/2022

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

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

PRODUCER	CONTACT NAME: Sabrina Wynn
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 470-785-2254 FAX (A/C, No): E-MAIL ADDRESS: sabrina.wynn@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Co	16535
INSURER B : Everest National Ins Co	10120
INSURER C : Allied World Surplus Lines Ins	24319
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Volkert, Inc.
11 N. Water Street, Suite 18290
Mobile, AL 36602

COVERAGES **CERTIFICATE NUMBER: 21-22** **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 INSR	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 X PRO-JECT LOC OTHER:			GLO013838007	11/01/2021	11/01/2022	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 $15,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BAP013837907	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$3,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			XC3CU00031211	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013838107	11/01/2021	11/01/2022	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
C	Professional Liab incl Poll. Liab.			03129811	07/28/2021	07/28/2022	Per Claim $2,000,000 Aggregate $2,000,000	

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

Re: 1168300.000; Hwy 45 Streetscape.
City of Mobile, its officers, elected officials, agents, representatives and employees are named as an Additional Insured with respects to General & Automobile Liability where required by written contract.
Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the
(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile, AL 36602-0001

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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DESCRIPTIONS (Continued from Page 1)

expiration date thereof, we will provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

   This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

   Temporary Substitute Autos – Physical Damage

   If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

   Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

   1. Breakdown;
   2. Repair;
   3. Servicing;
   4. "Loss"; or
   5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

   Temporary Substitute Autos – Physical Damage

   We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

   The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO013838007	Effective Date: 11/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

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B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

   Primary and Noncontributory insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021		$	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement WC013838107 Effective Policy No. 11/01/2021 Endorsement No.

Insured Volkert, Inc. Premium $

Insurance Company Countersigned by _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item based bid award for medical gloves.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
20220721 Medical Gloves Agenda Package Bids	Cover Memo	7/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 3:19 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5702	MEDICAL GLOVES	4	See bid tab	Six months, renewable for five additional six-month periods.	(281106) Medical Supplies Depot

Adopted:

_____
City Clerk

6 MONTH CONTRACT ENDING 14 JAN 2023

TABULATION OF BIDS

BID # 5702

EQUIPMENT MEDICAL - GLOVES

14 JULY 2022

NAMES OF BIDDERS Sheet _____

ITEM	QTY	DESCRIPTION	MEDICAL SUPPLIES DEPOT LOCAL PREF AMOUNT	BOUND TREE MEDICAL LLC AMOUNT	HENRY SCHEIN, INC AMOUNT	LIFE-ASSIST, INC AMOUNT	DIXIE EMS AMOUNT	AIR GAS USA LLC AMOUNT	MEDZON AMOUNT	BUYER'S POINT AMOUNT	HEALTH SUPPLY AMOUNT	VASTMED LLC 1% TEAMS AMOUNT	BAM GLOBAL AMOUNT	MEDIM LLC 1% TEAMS AMOUNT	MERSI DISTRIBUTION LLC AMOUNT	TFC GLOVES USA LLC AMOUNT	UNIPAK CORP. AMOUNT
1.	17386	CS	GLOVES MICROFLEX LIFESTAR EC NITRILE EX CUFF 100/BOX, 10BX/CS SIZE: XL LSE-104-XL NO SUBS	190.00	186.70	219.50	198.00	236.00	257.22	277.20	237.49	510.00	277.20	238.80	230.00	235.00	SUB	275.00
2.	17387	CS	SIZE: LARGE LSE-104-L	190.00	186.70	219.50	198.00	236.00	257.22	277.20	237.49	510.00	277.20	238.80	230.00	235.00	SUB	275.00
3.	17388	CS	SIZE: MEDIUM LSE-104-M	190.00	186.70	219.50	198.00	236.00	257.22	277.20	237.49	510.00	277.20	238.80	230.00	235.00	SUB	275.00
4.	17389	CS	SIZE: SMALL LSE-104-S	190.00	186.70	219.50	198.00	236.00	257.22	NB	237.49	510.00	277.20	NB	230.00	235.00	SUB	275.00

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: 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:
06/30/2022	5702	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM Thursday, July 14, 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
	EQUIPMENT MEDICAL - GLOVES					

The City of Mobile requests bids for the following items as per attached **RFQ**. Pricing shall remain firm until **14 January 2023**.

At the option of the City and the successful Vendor, the award may be extended for five (5) additional six (6) month periods.

Quote pricing & quote units as specified on RFQ.

Quantities shown on attached **RFQ** will be purchased by the City of Mobile after award of contract. Futher quantities may be ordered after award of this Bid.

The City reserves the right to reject an item from contract if that item fails to perform as needed or does not meet the best needs of the City of Mobile.

All quantities purchased will be based on an as needed basis by City Department.

All items/orders to be delivered to departments.

Note: If large bulk quantities (such as gloves) are ordered in quantities of 10 or more cases, the cases are to be palletized by size. Orders placed by City of Mobile MFRD are to be delivered to the loading dock for forklift operations.

All prices quoted are to be delivered prices F.O.B. Mobile.

State any special conditions or ordering instructions.
(Pay particular attention to instruction #9 on back of page 1).

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

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 City will attempt to send purchase orders for higher amounts; however, due to computerized issuance of P.O.'s, some will be for low dollar amounts. Vendor must accept all (large & small) purchase orders for items awarded.

Please note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from medical equipment listings.

If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur.

No Bid Bond is required.

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

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

Be sure to sign and return this page including the terms and conditions on the reverse of page 1.

THE CITY OF MOBILE DOES NOT ACCEPT VENDOR'S TERMS AND CONDITIONS.

TO BE AWARDED ON AN ITEM BASIS

The Purchasing Department is seeking to make this bid process more acceptable for all parties involved. Recommendations for changes or modifications that could be incorporated into the next Industrial and Safety Supply bid should be submitted under separate cover. Do not submit with or on this bid.

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

Remember to return this original bid sheet signed along with attached RFQ.

For additional information contact:
City of Mobile Purchasing
Jim Neese (Buyer) @ (251) 208-7401

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 #5702

80 CASES GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: XL, PART #LSE-104-XL, NO SUBS. ITEM #17386.

CASE PRICE_____.

65 CASES GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: LARGE, PART #LSE-104-L, NO SUBS. ITEM #17387.

CASE PRICE_____.

25 CASES GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLVOES PER BOX, 10 BOXES PER CASE, SIZE: MEDIUM, PART #LSE-104-M, NO SUBS. ITEM #17388.

CASE PRICE_____.

0 CASES GLOVES MICROFLEX, LIFESTAR EC, NITRILE, EXTENDED CUFF, 100 GLOVES PER BOX, 10 BOXES PER CASE, SIZE: SMALL, PART #LSE-104-S, NO SUBS. ITEM #17389.

CASE PRICE_____.

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:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve fuel purchases for the Wave Transit

Amount of Contract:

Total of all is $126,202.80

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220720 Agenda Package Wave Fuel POs	Cover Memo	7/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:45 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
12856	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$31,550.70	(279229) PETROLEUM TRADERS CORPORATION
12857	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$31,550.70	(279229) PETROLEUM TRADERS CORPORATION
12858	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$31,550.70	(279229) PETROLEUM TRADERS CORPORATION
12859	2022	(F6060) WAVE TRANSIT SYSTEM	DIESEL FUEL FOR WAVE TRANSIT (AL STATE CONTRACT)	$31,550.70	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00012856-00 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
07/19/22	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.	7530.00 GALLON	4.19000	31550.70
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			31550.70
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 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 00012856-00 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
07/19/22	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 31550.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	31550.70	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/19/22	JAMES NEESE JR	GL Allocation changed
Approved	07/19/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/19/22	DONALD ROSE	Auto approved by: 910514396
Approved	07/19/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/19/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00012856-00 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 3

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
07/19/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012857-00 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
07/19/22	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.	7530.00 GALLON	4.19000	31550.70
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			31550.70
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 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 00012857-00 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
07/19/22	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 31550.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	31550.70	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/19/22	JAMES NEESE JR	GL Allocation changed
Approved	07/19/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/19/22	DONALD ROSE	Auto approved by: 910514396
Approved	07/19/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/19/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00012857-00 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 3

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
07/19/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012858-00 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
07/19/22	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.	7530.00 GALLON	4.19000	31550.70
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			31550.70
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 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 00012858-00 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
07/19/22	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 31550.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	31550.70	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/19/22	JAMES NEESE JR	GL Allocation changed
Approved	07/19/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/19/22	DONALD ROSE	Auto approved by: 910514396
Approved	07/19/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/19/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00012858-00 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
07/19/22	279229				WAVE TRANSIT SYSTEM

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00012859-00 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
07/19/22	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.	7530.00 GALLON	4.19000	31550.70
	Vendor Item			
	Inventory Item/Loc 5295			
	1 6060.70.00.0000.0000.0000.0000.0000.45020.			31550.70
	Ship To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
	Delivery Reference			
	CHANEL GULLETT			
	Deliver To			
	WAVE TRANSIT			
	1224 WEST I-65 ROAD SOUTH			
	MOBILE, AL 36609			
002	MARGIN PRICE	7530.00 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 00012859-00 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
07/19/22	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 31550.70

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

Account	Amount	Remaining Budget
6060.70.00.0000.0000.0000.0000.0000.45020.	31550.70	
WAVE TRANSIT SYSTEM EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
CCancelled	07/19/22	JAMES NEESE JR	GL Allocation changed
Approved	07/19/22	DONNA MICHELE STANLEY	Approved by: 9105neej
Approved	07/19/22	DONALD ROSE	Auto approved by: 910514396
Approved	07/19/22	SANDRA LEWIS	Auto approved by: 910514396
Approved	07/19/22	JOHN PAINE	Auto approved by: 910514396

Bill To	Requisition 00012859-00 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
07/19/22	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

COMMODITY / SERVICE INFORMATION

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

COMMODITY / SERVICE INFORMATION

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

.

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:8/2/2022

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to LCM Motorcars LLC for three used vehicles for MPD Cyber.

General fund.

Amount of Contract:

$199,800.00

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20220721 LCM Agenda Package POs	Cover Memo	7/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:47 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
10336, 10337, 10338	2022	(1545) POLICE CYBER DIVISION	ONE 2021 TOYOTA SIENNA PASSENGER VAN, ONE 2021 DODGE RAM 1500 BIG HORN PICKUP TRUCK, ONE 2021 DODGE CHARGER SCAT PACK FOR MPD CYBER (SEALED BID 5705)	$199,800.00	(297939) LCM MOTORCARS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00010336-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
001	2021 year model or newer USED DODGE RAM 1500 BIG HORN PICKUP TRUCK. VENDOR TO PROVIDE 2021 OR NEWER USED DODGE RAM 1500 BIG HORN PICKUP TRUCK. AS PER MY BID #5705 AND YOUR QUOTE	1.00 EACH	69900.00000	69900.00

Additional Description Notes

2020 year model or newer four-door car with equipment options as per the following MINIMUM specifications unless otherwise noted.

Honda Odyssey LX.

ACCEPTABLE COLORS:
Lunar Silver Metallic, Modern Steel Metallic, Obsidian Blue Pearl, Pacific Pewter Metallic, Crystal Black Pearl, Platinum White Pearl

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

ENGINE -- Minimum: 3.5L V-6
TRANSMISSION - 10-Speed Automatic
DIRVETRAIN - Front Wheel Drive
BRAKES - Anti-Lock Braking System, 4-Wheel Disc
STEERING - Rack-Pinion
WHEELS - 18” Blade Silver-Painted Alloy
TIRES - Sized to match above wheels.
SPARE TIRE - Compact Spare Tire
TOOLS - One wrench and one jack.

Bill To	Requisition 00010336-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	AIR CONDITIONING - Dual Zone Front Automatic Air Conditioning MIRRORS - Power Side Mirrors w/Manuel Folding LIGHTING - Auto Off Aero-Composite LED Low/High Beam Daytime Running Auto High-Beam Headlamps w/Delay-Off KEYS / LOCKS - Remote Keyless Entry w/Integrated Key Transmitter, Proximity Key For Push Button Start Only TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power 1st Row Windows w/Driver and Passenger 1-Touch Up/Down, Power Rear Windows, Fixed 3rd Row Windows DOOR LOCKS - Power Door Locks w/Autolock Feature RADIO / MULTIMEDIA - Minimum: 5” color LCD screen, Bluetooth HandsFreeLink, Bluetooth Streaming Audio, Radio Data System, 2 LCD Monitors in the Front SEATS - 8-Way Power Driver’s Seat, 4-Way Power Front Passenger Seat, Fixed 60-40 Split-Bench 3rd Row Seat Front, Manuel Recline, Manuel Fold into Floor, 3 Manuel and Adjustable Head Restraints FLOOR COVERING - Full Carpet Floor Covering, Carpet Front and Rear Floor Mats SECURITY / SAFETY - Audio Theft Deterrent, Back-Up Camera, Collision Mitigation Front, Collision Mitigation Braking System, Lane Keeping Assist, Lane Departure Warning			
1	4035.30.15.0000.0000.1530.0000.0000.47120. E G-DRUG-FED.VEHICLEEXP. .			69900.00

Bill To	Requisition 00010336-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

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

Requisition Link

Requisition Total 69900.00

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

Account	Amount	Remaining Budget
E G-DRUG-FED.VEHICLEEXP. .	69900.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47120.	69900.00	

DRUG ENFORCEMENT FUND EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/21/22	JOHN PAINE	GL Allocation changed
Approved	05/26/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	05/26/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	05/26/22	TRAVIS MARSHALL	
Approved	05/26/22	RANDY THREADGILL	Auto approved by: 910519482

Bill To	Requisition 00010336-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47120. Review: Buyer: Status: Released Page 4

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account			Qty	Unit Price	Net Price
	Unknown	07/21/22	JOHN PAINE			
	Queued	07/21/22	TAYLOR HARRIS	bid		
	Queued	07/21/22	NANCY NGUYEN	bid		
	Queued	07/21/22	TRAVIS MARSHALL	bid		
	Queued	07/21/22	RANDY THREADGILL	bid		
	Pending		DONNA MICHELE STANLEY	bid		
	Pending		DONALD ROSE	bid		
	Pending		SANDRA LEWIS	bid		
	Pending		JOHN PAINE	bid		

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00010337-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
001	2021 year model or newer USED Dodge Charger Scat Pack. VENDOR TO PROVIDE 2021 OR NEWER USED DODGE CHARGER SCAT PACK. AS PER MY BID #5705 AND YOUR QUOTE	1.00 EACH	67200.00000	67200.00

Additional Description Notes

Bid Specifications for Automobiles
2021 year model or newer four-door car with equipment options as per the following MINIMUM
specifications unless otherwise noted.
Dodge Charger Scat Pack.
ACCEPTABLE COLORS:
Pitch Black, Granite, Triple Nickel, Indigo Blue, Frostbite, Octane Red
Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all
specifications being bid, a copy of the warranty, and appropriate literature on bid.
ENGINE -- Minimum: 6.4L V8 SRT HEMI MDS
TRANSMISSION – 8-Speed Automatic 8HP70
DIRVETRAIN – Rear Wheel Drive
BRAKES – Brembo 4-Piston Fixed Caliper Brakes, Hydraulic-Assist Brake-Booster
STEERING – Electric Power Steering
WHEELS – 20” x 9” Low Gloss Granite Crystal, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual Zone Auto Temperature Control
MIRRORS – Body Color Exterior Mirrors, Power-Heated Mirrors w/Manuel

Bill To	Requisition 00010337-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	Fold-Away, Automatic Dimming Rearview Mirror LIGHTING - Automatic Headlamps, Projector LED Fog Lamps KEYS / LOCKS - Push-Button Start, Remote Proximity Keyless Entry TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power Front Windows with 1-Touch Up/Down DOOR LOCKS - Speed Sensitive Power Locks RADIO / MULTIMEDIA - Minimum: 8.4” touch screen Display, Apple CarPlay, Android Auto, Integrated Voice Command with Bluetooth SEATS - 8-way Power Driver Seat, Rear 60/40 Folding Seat FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Security Alarm, Inside Emergency Trunk Lid Release, Rear Park Assist System, Rear Back-up Camera			
1	4035.30.15.0000.0000.1530.0000.0000.47010. E G-DRUG-FED.CAPEQUIPMT.EQUIPMENT .			67200.00

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

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

Requisition Link

Requisition Total 67200.00

Bill To	Requisition 00010337-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E G-DRUG-FED.CAPEQUIPMT.EQUIPMENT .	67200.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47010.	67200.00	

DRUG ENFORCEMENT FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/21/22	JOHN PAINE	GL Allocation changed
Approved	05/26/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	05/26/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	05/26/22	TRAVIS MARSHALL	
Approved	05/26/22	RANDY THREADGILL	Auto approved by: 910519482
Unknown	07/21/22	JOHN PAINE	
Queued	07/21/22	TAYLOR HARRIS	bid
Queued	07/21/22	NANCY NGUYEN	bid
Queued	07/21/22	TRAVIS MARSHALL	bid
Queued	07/21/22	RANDY THREADGILL	bid
Pending		DONNA MICHELE STANLEY	bid
Pending		DONALD ROSE	bid
Pending		SANDRA LEWIS	bid
Pending		JOHN PAINE	bid

Authorized By: _____ Date: _____

Bill To	Requisition 00010337-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released Page 4

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Signature

Bill To	Requisition 00010338-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
001	2021 year model or newer used four-door car VENDOR TO PROVIDE 2021 OR NEWER USED TOYOTA SIENNA AS PER MY BID #5705 AND YOUR QUOTE Additional Description Notes --- Bid Specifications for Automobiles 2021 year model or newer four-door car with equipment options as per the following MINIMUM specifications unless otherwise noted. Lexus IS 350 F Sport. ACCEPTABLE COLORS: Iridium, Atomic Silver, Cloudburst Gray, Caviar, Ultrasonic Blue Mica 2.0 Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid. ENGINE -- Minimum: 3.5L V6 DOHC 24V Dual VVT-i TRANSMISSION – 8-Speed Automatic -inc: paddle shifters, Driver Selectable Mode DIRVETRAIN – Rear Wheel Drive BRAKES -- 4-Wheel Disc Brakes w/4-Wheel ABS Front and Rear Vented Disc and Brake Assist, Hill Hold Control, Electric Parking Brake STEERING – Electric Power Assist Speed-Sensing Steering WHEELS – 19” x 8.5J Front & 19” x 9.5J Rear, no hubcaps TIRES – Sized to match above wheels. SPARE TIRE – Compact Spare Tire Mounted Inside Under Cargo TOOLS – One wrench and one jack. AIR CONDITIONING – Dual Zone Front Automatic Air Conditioning	1.00 EACH	62700.00000	62700.00

Bill To	Requisition 00010338-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MIRRORS - Body Colored Power Heated Auto Dimming Side Mirrors w/Manual Folding and Turn Signal Indicator LIGHTING - Auto On/Off Projector Beam LED Low/High Beam Daytime Running Auto High Beam Headlamps w/Delay-Off KEYS / LOCKS - Proximity Key for Doors and Push to Start, FOB Controls -inc Cargo Access Windows and Sunroof/Convertible Roof TINTED WINDOWS - Darkest available tint on all windows. WINDOWS - Power 1st Row Windows w/Front and Rear 1-Touch Up/Down, Power Rear Windows DOOR LOCKS - Power Door Locks w/ Autolock feature RADIO / MULTIMEDIA - Minimum: 8” color display w/touch screen, Apple CarPlay, Android Auto, Bluetooth Hands-free SEATS - 8-way Driver’s seat, 8-way Power Front passenger’s seat, 60-40 Folding Bench Front Facing Fold Forward Seatback Rear Seat FLOOR COVERING - Full Carpet Floor Covering, Front and Rear Floor Mats SECURITY / SAFETY - Security Alarm, Back-Up Camera, Blind Spot Monitor, Collision Mitigation- Front, Enhanced Lane Tracing Assist, Lane Departure Alert w/Steering Assist Lane Departure Warning, Lane Departure Alert w/Steering Assist Lane Keeping Assist			
1	4035.30.15.0000.0000.1530.0000.0000.47010. E G-DRUG-FED.CAPEQUIPMT.EQUIPMENT .			62700.00

Bill To	Requisition 00010338-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
LCM MOTORCARS, LLC	GULF COAST TECHNOLOGY CENTER
5711 HWY 90 WEST	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
THEODORE, AL 36582	KEVIN.LEVY@CITYOFMOBILE.ORG
USA	
Tel#251-680-6900	
Fax 251-375-0069	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300
MOBILE, AL 36602

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

Requisition Link

Requisition Total 62700.00

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

Account	Amount	Remaining Budget
E G-DRUG-FED.CAPEQUIPMT.EQUIPMENT .	62700.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.47010.	62700.00	

DRUG ENFORCEMENT FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/21/22	JOHN PAINE	GL Allocation changed
Approved	05/26/22	TAYLOR HARRIS	Auto approved by: 910519482
Approved	05/26/22	NANCY NGUYEN	Auto approved by: 910519482
Approved	05/26/22	TRAVIS MARSHALL	
Approved	05/26/22	RANDY THREADGILL	Auto approved by: 910519482

Bill To	Requisition 00010338-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.47010. Review: Buyer: Status: Released Page 4

Vendor	Ship To
LCM MOTORCARS, LLC 5711 HWY 90 WEST THEODORE, AL 36582 USA Tel#251-680-6900 Fax 251-375-0069	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/25/22	297939				POLICE CYBER DIVISION

LN	Description / Account			Qty	Unit Price	Net Price
	Unknown	07/21/22	JOHN PAINE			
	Queued	07/21/22	TAYLOR HARRIS	bid		
	Queued	07/21/22	NANCY NGUYEN	bid		
	Queued	07/21/22	TRAVIS MARSHALL	bid		
	Queued	07/21/22	RANDY THREADGILL	bid		
	Pending		DONNA MICHELE STANLEY	bid		
	Pending		DONALD ROSE	bid		
	Pending		SANDRA LEWIS	bid		
	Pending		JOHN PAINE	bid		

Authorized By: _____ Date: _____
Signature

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: 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:
07/8/2022	5705	Police	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, July 15, 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
	USED AUTOMOBILES					
1 each	2021 or Newer Used Dodge Charger Scat Pack or Equal as per the attached and following. Make _____ Model _____ On-Lot Vehicle price $_____					
1 each	2021 or Newer Toyota Sienna XSE or Equal as per the attached & following Make _____ Model _____ On-Lot Vehicle price $_____					
1 each	2021 or ½ Ton 2WD Pickup, Dodge Ram 1500 Big Horn or Equal as per the attached and following. Make _____ Model _____ On-Lot Vehicle price $_____					
	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		EXTENSION	
				Dollars	Cents	Dollars	Cents

Vendor is not limited to bidding on one vehicle; you may bid more than 1 of the same model. If a vehicle is not listed on this bid, it cannot be considered as an alternate or additional.

The City recognizes that each vehicle will have a different price based on options.

You are not limited to only three (3) units, you may list any additional unit on additional pages if needed.

The City will inspect any On-Lot Unit for conformance to Specifications.

The City recognizes that On-Lot Vehicles may be sold prior to our arrival for inspection.

Price, as well as, delivery will be considered in the award of this bid.

Vendor will be responsible to deliver the vehicle to the City of Mobile Motor Pool, 745 South Broad Street if a purchase order is issued.

Vendors are not to deliver until a purchase order has been received.

Vendor may bid a vehicle that is equal to what is specified.

Vendors may bid more than one unit of a model, please include in this bid package the unit or stock number of the unit, as well as, the price.

City of Mobile Business License Required – See Item 14 (on reverse side).

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
	Page 3 of 3 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. All pricing to be FOB Mobile delivered pricing. Upon award the City desires to purchase one of each of the above models. **THE ABOVE TO BE AWARDED ON A PER 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 Specifications for Pre-Owned Automobiles

2021 year model ***or newer*** four-door minivan with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2022 Toyota Sienna XSE.**

ACCEPTABLE COLORS:

Blueprint, Celestial Silver Metallic, White, Predawn Gray Mica

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 8,000 miles
ENGINE – Minimum: 2.5 Liter DOHC
TRANSMISSION – Electronically controlled Continuously Variable Transmission (ECVT) with sequential shift mode
DIRVETRAIN – Front Wheel Drive
BRAKES – Ventilated front disc brakes
STEERING – Sport-tuned Electric Power Steering (EPS)
WHEELS – 18" or 20" Metallic or Dark Wheels, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Four-zone automatic climate control with air filter
MIRRORS – Black heated power outside mirrors with blind spot warning indicators
LIGHTING – LED Headlights and LED Strip Daytime Running Lights With Auto On/Off Feature, Integrated wide-angle LED Fog lights
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: Premium Audio With Dynamic Navigation with 9 inch Touchscreen, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth
SEATS – Softex-Trimmed sport seats, 8-way Power Driver Seat, Second-Row Captain's chairs with Super long-slid feature
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with alarm and engine immobilizer, Rear Back-up Camera

Bid Specifications for Pre-Owned Automobiles

2021 year model ***or newer*** four-door car with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2022 Dodge Charger Scat Pack.**

ACCEPTABLE COLORS:

Pitch Black, Granite, Triple Nickel, Indigo Blue, Frostbite, F8 Green

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 5,000 miles
ENGINE – Minimum: 6.4L V8 SRT HEMI MDS
TRANSMISSION – 8-Speed Automatic 8HP70
DIRVETRAIN – Rear Wheel Drive
BRAKES – Brembo 4-Piston Fixed Caliper Brakes, Hydraulic-Assist Brake-Booster
STEERING – Electric Power Steering
WHEELS – 20" x 9", no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE – Compact Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Dual Zone Auto Temperature Control
MIRRORS – Body Color Exterior Mirrors, Power-Heated Mirrors w/Manual Fold-Away, Automatic Dimming Rearview Mirror
LIGHTING – Automatic Headlamps, Projector LED Fog Lamps
KEYS / LOCKS – Push-Button Start, Remote Proximity Keyless Entry
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: 8.4" touch screen display, Apple CarPlay, Android Auto, Integrated Voice Command with Bluetooth
SEATS – 8-way Power Driver Sear, Rear 60/40 Folding Seat
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Security Alarm, Inside Emergency Trunk Lid Release, Rear Park Assist System, Rear Back-up Camera

Bid Specifications for Pre-Owned Automobiles

2021 year model ***or newer*** crew-cab truck with equipment options as per the following **MINIMUM** specifications unless otherwise noted:

The specs listed below are based on a **2021 Dodge Ram 1500 Big Horn.**

ACCEPTABLE COLORS:

Diamond Black, Maximum Steel Metallic, Granite Crystal Metallic, Billet Silver Metallic, Patriot Blue, Olive Green

Local or dealer installations and/or modifications are acceptable. The bidder will list in detail all specifications being bid, a copy of the warranty, and appropriate literature on bid.

MILEAGE – Under 5,000 miles
ENGINE – Minimum: 5.7 Liter V-8
TRANSMISSION – 8-speed automatic
DIRVETRAIN – Rear-Wheel Drive
BRAKES – 4-wheel disc brakes
STEERING – Rack-pinion
WHEELS – 18" or 20" wheel diameter, no hubcaps
TIRES – Sized to match above wheels.
SPARE TIRE –Spare Tire (*Preferred but optional*)
TOOLS – One wrench and one jack.
AIR CONDITIONING – Manual or automatic
MIRRORS – Power remote, heated driver and passenger mirrors
LIGHTING – Auto on/off Halogen or LED headlights, Front fog lights and pickup cargo box light
KEYS / LOCKS – Remote Keyless entry, power door locks with 2 stage unlock
TINTED WINDOWS – Darkest available tint on all windows.
WINDOWS – Power Front Windows with 1-Touch Up/Down
RADIO / MULTIMEDIA – Minimum: 8.4 inch touchscreen display, Apple CarPlay and Android Auto compatible, Integrated Voice Command with Bluetooth
SEATS – Front Bucket Seats, Rear 60/40 Folding seat, 8-way power driver's seat
FLOOR COVERING – Full Carpet Floor Covering, Front and Rear Floor Mats
SECURITY / SAFETY – Anti-theft system with panic alarm and immobilizer, Rear Back-up Camera

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:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Fitness Service LLC for exercise fitness equipment for the MPD 1st precinct.

CIP.

Amount of Contract:

$37,350.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220721 Gulf Fitness Agenda Package POs	Cover Memo	7/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:47 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
9072	2022	(3032) ARCHITECTURAL ENGINEERING	EXERCISE FITNESS EQUIPMENT FOR MPD 1ST PRECINCT (2 TREADMILLS, 2 ELLIPTICAL CROSS-TRAINERS, 1 TRUE FT-900 FUNCTIONAL TRAINER, WEIGHT BENCH /DUMBBELLS) (SEALED BID 5696)	$37,350.00	(292197) GULF COAST FITNESS SERVICE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 1

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER YOUR QUOTE AND MY BID 5696			
001	TREADMILL WITH TRUE 2 16" TOUCHSCREEN CONSOLE. Additional Description Notes --- VENDOR TO SUPPLY TRUE CS400 WITH ENVISION 2 CONSOLE	2.00 EACH	7050.00000	14100.00
	Vendor Item Inventory Item/Loc 18252			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT. .			14100.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
003	STEPPER, ELLIPTICAL, CROSS TRAINER WITH TRUE 2 16" TOUCHSCREEN CONSOLE. Additional Description Notes --- VENDOR TO SUPPLY TRUE C400 CROSS TRAINER WITH ENVISION 2 16" CONSOLE Vendor Item Inventory Item/Loc 18253	2.00 EACH	6580.00000	13160.00
	1 2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT. .			13160.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 3

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
005	DUMBBELL RACK, 3-TIER, FLAT TRAY.	2.00 EACH	580.00000	1160.00

Additional Description Notes

VENDOR TO SUPPLY TRUE FITNESS 3-TIER FLAT TRAY DUMBBELL RACK SF1050
Vendor Item
Inventory Item/Loc 18254

1 2000.80.00.0000.0000.0000.0000.0000.47020.
E E0034 .EQUIPUND5K. . 1160.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

006	BENCH, WEIGHT LIFTING, ADJUSTABLE FLAT/INCLINE.	4.00 EACH	560.00000	2240.00

Additional Description Notes

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	VENDOR TO PROVIDE TRUE FITNESS SF1000 Vendor Item Inventory Item/Loc 18255			
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			2240.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	MACHINE, EXERCISE, TRAINER WITH ROTATING COLUMNS -4:1 RESISTANCE 3. 75 LB INCREMENTS - 14' CABLE TRAVEL. Additional Description Notes --- VENDOR TO SUPPLY TRUE FUNCTIONAL TRAINER WITH ROTATING COLUMNS Vendor Item Inventory Item/Loc 18256	1.00 EACH	6690.00000	6690.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 5

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47010. E E0034 .CAPEQUIPMT. .			6690.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

008	DUMBBELL, WEIGHT RACK.	1.00 EACH	3870.00000	3870.00

Additional Description Notes

VENDOR TO PROVIDE XFW-8300 DUAL SIDED WEIGHT RACK TRUE FITENESS XFW-8300
WITH:
1 PAIR OF PLATE TREES, 2 CHIN BARS, 2 PLATE RACKS THAT ALSO INCLUDES A CHIN BAR, 2 SUSPENSION BRACKET, DIP STATION, CORE TRAINER, AND 4 BAND PEGS AS PER THE BID 5696
Vendor Item
Inventory Item/Loc 18257

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 6

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			3870.00

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

015	DUMBBELL SET, 8 SIDED RUBBER ENCASED SET 5LB THROUGH 50LB IN 5LB INCREMENTS. Vendor Item Inventory Item/Loc 18258	1.00 EACH	1673.00000	1673.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			1673.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 7

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
016	DUMBBELL, 8 SIDED RUBBER ENCASED, SINGLE. Additional Description Notes --- VENDOR TO SUPPLY TAG R8DB-55 Vendor Item Inventory Item/Loc 18259	2.00 SET	335.00000	670.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			670.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 8

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017	DUMBBELL, 8 SIDED RUBBER ENCASED, SINGLE. Additional Description Notes --- VENDOR TO SUPPLY TAG R8DB-60 Vendor Item Inventory Item/Loc 18259	2.00 SET	365.04000	730.08
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			730.08

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 9

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
018	DUMBBELL, 8 SIDED RUBBER ENCASED, SINGLE. Additional Description Notes --- VENDOR TO SUPPLY TAG R8DB-65 Vendor Item Inventory Item/Loc 18259	2.00 SET	395.00000	790.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			790.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 10

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
019	DUMBBELL, 8 SIDED RUBBER ENCASED, SINGLE. Additional Description Notes --- VENDOR TO SUPPLY TAG R8DB-70 Vendor Item Inventory Item/Loc 18259	2.00 SET	426.00000	852.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			852.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 11

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
020	DUMBBELL, 8 SIDED RUBBER ENCASED, SINGLE. Additional Description Notes --- VENDOR TO SUPPLY TAG R8DB-75 Vendor Item Inventory Item/Loc 18259	2.00 SET	456.00000	912.00
1	2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			912.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 12

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
021	300 LBS OLYMPIC RUBBER ENCASED "WIDE FLANGE" 3 HOLE GRIP VTX PLATE SET; GOB-86 BAR AND SPRING COLLARS INCLUDED Additional Description Notes --- VENDOR TO SUPPLY TROY GOSS-300V VTX Vendor Item	4.00 EACH	1050.00000	4200.00
	1 2000.80.00.0000.0000.0000.0000.0000.47020. E E0034 .EQUIPUND5K. .			4200.00

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 13

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
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5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Requisition Link

Requisition Total 51047.08

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

Account			Amount	Remaining Budget
E E0034	.CAPEQUIPMT.	.	33950.00	537937.12
E E0034	.EQUIPUND5K.	.	17097.08	537937.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	33950.00	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)		
2000.80.00.0000.0000.0000.0000.0000.47020.	17097.08	
CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (LESS THAN $5000)		

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 14

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

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5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
CCancelled	07/21/22	SANDRA LEWIS	Requisition item removed chang
CCancelled	07/21/22	SANDRA LEWIS	Requisition item removed chang
CCancelled	07/21/22	SANDRA LEWIS	Requisition item removed chang
Approved	04/29/22	RODNEY GREELEY	RG
Approved	04/29/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	04/29/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	04/29/22	PAUL PRINE	Auto approved by: 910510512
Approved	04/29/22	WILLIAM REED	Auto approved by: 910510512
Approved	07/21/22	RODNEY GREELEY	R.G.
Approved	07/21/22	PHILIP MCCRARY	Auto approved by: 910510512
Approved	07/21/22	WILLIAM JACKSON	Auto approved by: 910510512
Approved	07/21/22	PAUL PRINE	Auto approved by: 910510512
Approved	07/21/22	WILLIAM REED	Auto approved by: 910510512
Approved	05/02/22	BRENDA RHODES	
Approved	05/02/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	05/02/22	RELYA MALLORY	Auto approved by: 910511034
Rejected	05/05/22	SANDRA LEWIS	Need working specs for the Bid
Queued	07/21/22	RODNEY GREELEY	Need working specs for the Bid
Queued	07/21/22	PHILIP MCCRARY	Need working specs for the Bid
Queued	07/21/22	WILLIAM JACKSON	Need working specs for the Bid
Queued	07/21/22	PAUL PRINE	Need working specs for the Bid
Queued	07/21/22	WILLIAM REED	Need working specs for the Bid
Pending		BRENDA RHODES	Need working specs for the Bid
Pending		TIFFANY HOLLINS	Need working specs for the Bid
Pending		RELYA MALLORY	Need working specs for the Bid
Pending		DONNA MICHELE STANLEY	Need working specs for the Bid
Pending		DONALD ROSE	Need working specs for the Bid
Pending		SANDRA LEWIS	Need working specs for the Bid

Bill To	Requisition 00009072-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 Status: Released Page 15

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
BRENDA PARKER

Deliver To
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205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/21/22	00000	04/26/22			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Pending JOHN PAINE	Need working specs for the Bid		

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5696

EXERCISE EQUIPMENT

VENDORS		ALWAYS IMPROVING LLC dba FITNESS PRO	FITNESS SUPERSTORE, INC*	GULF COAST FITNESS CENTER	
Line	Items		Does Not Meet Bid Specifications		
1	TRUE CS400 TREADMILL WITH ENVISION 11 16" CONSOLE	$ 9,089.00	$ 3,365.45	$ 7,050.00	
2	TRUE C400 CROSS TRAINER WITH ENVISION 11 16" CONSOLE	$ 8,100.00	$ 3,414.01	$ 6,580.00	
3	TRUE FITNESS, 3-TIER FLAT TRAY DUMBELL RACK SF 1050	$ 810.00	$ 1,898.64	$ 580.00	
4	TRUE FITNESS SF 1000	$ 720.00	$ 640.19	$ 560.00	
5	TRUE FUNCTIONAL TRAINER WITH ROTATING COLUMNS	$ 6,930.00	$ 3,716.44	$ 6,690.00	
	TOTAL FOR THIS SECTION	$ 25,649.00	$ 13,034.73	$ 21,460.00	
6	XFW-8300 DUAL SIDED WEIGHT RACK TRUE FITNESS XFW-8300	$ 3,870.00	$ 3,673.60	$ 4,709.00	
7	8 SIDED ENCASED RUBBER DUMBELL WHICH INCLUDES 5-50LB IN 5 LB INCREMENTS	$ 1,673.00	$ 1,415.28	$ 1,342.00	
8	55LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 335.00	$ 139.10	$ 304.04	
9	60 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 365.00	$ 151.75	$ 331.68	
10	65 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 395.00	$ 164.39	$ 359.32	
11	70 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 426.00	$ 177.04	$ 386.96	
12	75 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 456.00	$ 189.68	$ 414.60	
13	300 LBS OLYMPIC RUBBER ENCASED "WIDE FLANGE" 3 HOLE GRIP VTX PLATE SET: GOB-86 BAR AND SPRING COLLARS INCLUDED	$ 1,050.00	$ 975.22	$ 3,053.00	
	TOTAL FOR THIS SECTION	$ 8,570.00	$ 6,886.06	$ 10,900.60	
* Fitness Superstore does not offer a preventive maintenance vendor is disqualified does not meet specifications of bid					

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:
6/16/2022	5696	EXERCISE EQUIPMENT	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, July 1, 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.					
	EXERCISE EQUIPMENT					
QTY 1-5	**TRUE CS400 TREADMILL, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True 400 commercial-grade treadmills- Black in Color Treadmill must be equipped with a 16" True 2 Touchscreen Console- This console will have the ability to have to connect via coax cable. Console must have the ability to connect to Wi-Fi Console must have Bluetooth capabilities and offer Netflix and other apps. · Console should carry a 3-year warranty · Treadmill must be equipped with emergency stop button · Treadmill should have dual starting and dual stop functions · Treadmill should have a contact heart rate monitor · Treadmill should have a wireless heart rate monitor by Polar · Treadmill should be equipped with user monitoring system · Treadmill needs to have options to change consoles · Control console must-have speed up, speed down, quick start, and stop buttons · Walking deck must be at least 1" in thickness · Treadmill deck must be flip able · Treadmill must be a welded heavy gauge steel · Treadmill must be equipped with two front wheels · Treadmill must be equipped with an accessory tray and 2 water bottle holders · Treadmill must meet all regulatory approvals · Treadmill running surface should be no less than 60" long and 22" inches wide · Treadmill user weight limit should be up to 400 pounds · Treadmill foorprint shall not exceed 79" in length 31.5" in width and 62" in height · Treadmill step-up height should not exceed 6.5" inches in height · Drive motor must be at least 4 HP					
			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

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

- Incline must be able to go to 15%
- Motor must have 1200lb of thrust on incline settings
- Must have an optical speed sensor
- Roller must be 3 inches with shielded bearings
- Side rails should have large straddle covers
- Range of speed should be from 0.2 to 12.0 mph
- Frame should carry a lifetime warranty
- Motor should carry at least a 5-year warranty
- Parts should carry a non-prorated warranty of 5 years
- Labor should have a 3-year warranty
- Vendor should install said equipment
- Vendor should include a quarterly preventative maintenance

QTY 1-5

TRUE C400 CROSS TRAINER, OR EQUAL AS PER ATTACHED SPECIFICATIONS

MAKE _____ **MODEL** _____

True 400 commercial-grade elliptical and must be equipped with a 16" in True Envision 2 touchscreen Console
- Console must bave the ability to have to connect via coax cable.
- Console must have the ability to connect to Wi-Fi.
- Console must have Bluetooth capabilities and offer Netflix and other apps.
- Console should carry a 3-year warranty
- Black in color
- Elliptical must be equipped with Extended Handrails with Moisture-Resistant Grips
- Elliptical should have Hybrid Self-Generating Brake
- Elliptical should have a contact heart rate monitor
- Elliptical should have a wireless heart rate monitor by Polar
- Elliptical should equipped with a user monitoring system
- Elliptical needs to have options to change consoles
- Elliptical must be equipped with 110V, Self-Generating (with Emerge II or Envision II 9"), 100-220V Option Available (with Envision II 16" and Showrunner II)
- Elliptical Soft Step Cushioned Anti-Fatigue Material
- Elliptical core length cannot exceed 10' / 3.0 M
- Elliptical stride length cannot exceed 21" /53cm
- Elliptical must have Ergonomic Handles with Moisture-Resistant Sleeves
- Elliptical should have the ability to have just the arms to work and give an arm only workout.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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 3 of 7						
	· Elliptical sidestep design must contain Non-Slip Textured Pattern · Elliptical must be a welded heavy gauge steel · Side rails should have large straddle covers · Frame should carry a non-prorated warranty of 5 years · Labor should have a 3-year warranty · Vendor should install said equipment · Vendor should include a quarterly preventative maintenance						
QTY 1-5	**TRUE FITNESS, 3-TIER FLAT TRAY DUMBBELL RACK, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True Two 3-tier flat tray Dumbbell rack · Dimension product cannot exceed 32.5 x 48.5 x 36/80.5 cm x 121.5 cm x 92.5 · Dimension product minimum 31.5 x 47.5 x 36/80.5 cm x 121.5 cm x 92.5 · Must have a powder coat finish in charcoal · Must have oversized flat trays to accommodate any style of dumbbell · Must have the angle of a top tray which will allow kettlebell storage						
QTY 1-5	**TRUE FITNESS, FLAT/INCLINE BENCH, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True Flat/Incline Bench-Black in color · Dimension product cannot exceed 55 x 30 x 19/ 138.5 cm x 75.5 cm 47.5 · Dimension product minimum 54 x 29 x 18/ 137.5 cm x 74.5 cm 46.5 · Quarterly preventative maintenance, local service · Must have a powder coat finish in charcoal · Bench must have 9-position back pad in concert with 4-position seat pad						
				TOTAL			

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Firm Name _____

By _____

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

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

QTY 1-5

TRUE FUNCTIONAL TRAINER WITH ROTATING COLUMNS-4:1 RESISTANCE-3.75LB INCREMENTS-14'CABLE TRAVEL, OR EQUAL AS PER ATTACHED SPECIFICATIONS

True FT-900 Functional Trainer w rotating columns 4:1 resistance 3.75 lb increments, 14' cable travel

- Frame lifetime warranty
- Part warranty of 3-5 years
- Labor warranty of 2-5 years
- Quarterly preventative maintenance, local service
- Must have dual weight stack design that allows user to choose different resistance levels or allows for two simultaneous users.
- Functional Trainer must have Pulleys adjust vertically through 65" (165cm) and 25 clearly marked positions.
- Functional trainer must have a multi-position chin bar that accommodates an optional suspension bracket for suspension training.
- Functional trainer must have a fold-down foot platform assists access to the chin bar and retracts into the frame when not in use.
- Functional trainer must have integrated storage hooks that conveniently store a wide range of training accessories.
- Dimensions cannot exceed
  70" x 43" x 93 / 176 cm x 108 cm x 235 cm
- Dimensions minimum
  68.5" x 41.5" x 91.5" / 174 cm x 106.5 cm x 233.5 cm
- Weight stacks per side
  310 lb (141 kg)
- Integrated storage hooks conveniently store a wide range of training accessories.
- Functional trainer cable travel 14' (427 cm) panhandle
- Functional trainer max resistance at the point must be 77.5
- Functional trainer weight stacks per side must have 310 pounds

ALL PACKING AND SHIPPING DEBRIS MUST BE REMOVED BY THE INSTALLER.

VENDOR TO INSTALL ALL EQUIPMENT.

ALL THE ABOVE ARE 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 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 5 of 7					
	THE FOLLOWING ARE ALL OR NONE.					
QTY 1-5	**XFW-8300 DUAL SIDED WEIGHT RACK, WHICH SHALL INCLUDE 1 PAIR OF PLATE TREES, 2 CHIN BARS, 2 PLATE RACKS THAT ALSO INCLUDES A CHIN BAR, 2 SUSPENSION BRACKET, DIP STATION, CORE TRAINER, AND 4 BAND PEGS, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ One- True Dual side weight rack XFW-8300 · Frame lifetime warranty · Part warranty of 3-5 years · Labor warranty of 2-5 years · Quarterly preventative maintenance, local service · Dimensions cannot exceed 105.5" x 51.5" x 92.5" / 267.5 cm x 130.5 cm x 234.5 cm · Dimensions cannot exceed 104" x 50.5" x 91.5" / 266.5 cm x 131.5 cm x 233.5 cm · Dual-sided half-rack must load capacity of 765 pounds. · Dual-side half-rack must-have powder coat finish in charcoal. · Dual-side half-rack must have the center catch rail which is optional.					
QTY 1-5	**8 SIDED ENCASED RUBBER DUMBBELL WHICH INCLUDES 5LB - 50LB IN 5LB INCREMENTS** **MAKE** _____ **MODEL** _____					
QTY 1-5	**55LB 8 SIDED ENCASED RUBBER DUMBBELL** **MAKE** _____ **MODEL** _____					
QTY 1-5	**60LB 8 SIDED ENCASED RUBBER DUMBBELL** **MAKE** _____ **MODEL** _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	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

QTY 1-5 **65LB 8 SIDED ENCASED RUBBER DUMBBELL**

MAKE _____ **MODEL** _____

QTY 1-5 **70LB 8 SIDED ENCASED RUBBER DUMBBELL**

MAKE _____ **MODEL** _____

QTY 1-5 **75LB 8 SIDED ENCASED RUBBER DUMBBELL**

MAKE _____ **MODEL** _____

QTY 1-5 **300 LBS OLYMPIC RUBBER ENCASED "WIDE FLANGE" 3 HOLE GRIP VTX PLATE SET: GOB-86 BAR AND SPRING COLLARS INCLUDED**

MAKE _____ **MODEL** _____

ALL PACKING AND SHIPPING DEBRIS MUST BE REMOVED BY THE INSTALLER.

VENDOR TO INSTALL ALL EQUIPMENT.

ALL THE ABOVE ARE 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 completed order.

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

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

THE ABOVE 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 completed order.

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Gulf Coast Fitness Service LLC for exercise fitness equipment for MPD Police Academy.

General fund.

Amount of Contract:

$28,380.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220721 Gulf Fitness2 Agenda Package POs	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:54 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
11800	2022	(1530) POLICE ADMIN SERVICES	EXERCISE FITNESS EQUIPMENT FOR MPD POLICE ACADEMY (2 TREADMILLS, 2 ELLIPTICAL CROSS-TRAINERS, 1 TRUE FT-900 FUNCTIONAL TRAINER, 2 WEIGHT BENCHES) (SEALED BID 5696)	$28,380.00	(292197) GULF COAST FITNESS SERVICE LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00011800-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	POLICE ACADEMY
8806 JEFF HAMILTON RD	1251 VIRGINIA STREET
	MOBILE, AL 36604
MOBILE, AL 36695	
Tel#251-654-6107	Delivery Reference
	SEAN BLACK
	Deliver To
	POLICE ACADEMY
	1251 VIRGINIA STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE AND MY BID 5696			
001	TREADMILL WITH TRUE 2 16" TOUCHSCREEN CONSOLE.	2.00 EACH	7050.00000	14100.00
	Additional Description Notes			
	VENDOR TO SUPPLY TRUE CS400 WITH ENVISION 2 CONSOLE			
	Vendor Item			
	Inventory Item/Loc 18252			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			14100.00
	Ship To			
	POLICE ACADEMY			
	1251 VIRGINIA STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	SEAN BLACK			
	Deliver To			
	POLICE ACADEMY			
	1251 VIRGINIA STREET			
	MOBILE, AL 36604			
003	STEPPER, ELLIPTICAL, CROSS TRAINER	2.00	6580.00000	13160.00

Bill To	Requisition 00011800-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	POLICE ACADEMY
8806 JEFF HAMILTON RD	1251 VIRGINIA STREET
	MOBILE, AL 36604
MOBILE, AL 36695	
Tel#251-654-6107	Delivery Reference
	SEAN BLACK
	Deliver To
	POLICE ACADEMY
	1251 VIRGINIA STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	WITH TRUE 2 16" TOUCHSCREEN CONSOLE.	EACH		
	Additional Description Notes			
	VENDOR TO SUPPLY TRUE C400 CROSS TRAINER WITH ENVISION 2 CONSOLE			
	Vendor Item			
	Inventory Item/Loc 18253			
1	1000.30.15.1530.1542.1530.0000.0000.44020.			13160.00
	Ship To			
	POLICE ACADEMY			
	1251 VIRGINIA STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	SEAN BLACK			
	Deliver To			
	POLICE ACADEMY			
	1251 VIRGINIA STREET			
	MOBILE, AL 36604			
005	BENCH, WEIGHT LIFTING, ADJUSTABLE FLAT/INCLINE.	2.00 EACH	560.00000	1120.00
	Additional Description Notes			
	VENDOR TO SUPPLY TRUE FITNESS FLAT/ INCLINE BENCH SF 1000			
	Vendor Item			
	Inventory Item/Loc 18255			

Bill To	Requisition 00011800-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	POLICE ACADEMY
8806 JEFF HAMILTON RD	1251 VIRGINIA STREET
	MOBILE, AL 36604
MOBILE, AL 36695	
Tel#251-654-6107	Delivery Reference
	SEAN BLACK
	Deliver To
	POLICE ACADEMY
	1251 VIRGINIA STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	292197				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.30.15.1530.1542.1530.0000.0000.44020.			1120.00

Ship To
POLICE ACADEMY
1251 VIRGINIA STREET
MOBILE, AL 36604
Delivery Reference
SEAN BLACK

Deliver To
POLICE ACADEMY
1251 VIRGINIA STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28380.00

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

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.44020.		
	28380.00	2073584.58
SUPPORT SERVICE DIV EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	07/20/22	SANDRA LEWIS	Requisition item removed chang
CCancelled	07/21/22	SANDRA LEWIS	Requisition item removed chang
CCancelled	07/21/22	SANDRA LEWIS	GL Allocation changed
CCancelled	07/21/22	SANDRA LEWIS	GL Allocation changed
Queued	07/21/22	DONNA MICHELE STANLEY	GL Allocation changed
Queued	07/21/22	DONALD ROSE	GL Allocation changed

Bill To	Requisition 00011800-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC	POLICE ACADEMY
8806 JEFF HAMILTON RD	1251 VIRGINIA STREET
	MOBILE, AL 36604
MOBILE, AL 36695	
Tel#251-654-6107	Delivery Reference
	SEAN BLACK
	Deliver To
	POLICE ACADEMY
	1251 VIRGINIA STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/27/22	292197				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	07/21/22	SANDRA LEWIS		GL Allocation changed	
	Queued	07/21/22	JOHN PAINE		GL Allocation changed	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5696

EXERCISE EQUIPMENT

VENDORS		ALWAYS IMPROVING LLC dba FITNESS PRO	FITNESS SUPERSTORE, INC*	GULF COAST FITNESS CENTER	
Line	Items		Does Not Meet Bid Specifications		
1	TRUE CS400 TREADMILL WITH ENVISION 11 16" CONSOLE	$ 9,089.00	$ 3,365.45	$ 7,050.00	
2	TRUE C400 CROSS TRAINER WITH ENVISION 11 16" CONSOLE	$ 8,100.00	$ 3,414.01	$ 6,580.00	
3	TRUE FITNESS, 3-TIER FLAT TRAY DUMBELL RACK SF 1050	$ 810.00	$ 1,898.64	$ 580.00	
4	TRUE FITNESS SF 1000	$ 720.00	$ 640.19	$ 560.00	
5	TRUE FUNCTIONAL TRAINER WITH ROTATING COLUMNS	$ 6,930.00	$ 3,716.44	$ 6,690.00	
	TOTAL FOR THIS SECTION	$ 25,649.00	$ 13,034.73	$ 21,460.00	
6	XFW-8300 DUAL SIDED WEIGHT RACK TRUE FITNESS XFW-8300	$ 3,870.00	$ 3,673.60	$ 4,709.00	
7	8 SIDED ENCASED RUBBER DUMBELL WHICH INCLUDES 5-50LB IN 5 LB INCREMENTS	$ 1,673.00	$ 1,415.28	$ 1,342.00	
8	55LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 335.00	$ 139.10	$ 304.04	
9	60 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 365.00	$ 151.75	$ 331.68	
10	65 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 395.00	$ 164.39	$ 359.32	
11	70 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 426.00	$ 177.04	$ 386.96	
12	75 LB 8 SIDED ENCASED RUBBER DUMBBELL	$ 456.00	$ 189.68	$ 414.60	
13	300 LBS OLYMPIC RUBBER ENCASED "WIDE FLANGE" 3 HOLE GRIP VTX PLATE SET: GOB-86 BAR AND SPRING COLLARS INCLUDED	$ 1,050.00	$ 975.22	$ 3,053.00	
	TOTAL FOR THIS SECTION	$ 8,570.00	$ 6,886.06	$ 10,900.60	
* Fitness Superstore does not offer a preventive maintenance vendor is disqualified does not meet specifications of bid					

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:
6/16/2022	5696	EXERCISE EQUIPMENT	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Friday, July 1, 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.					
	EXERCISE EQUIPMENT					
QTY 1-5	**TRUE CS400 TREADMILL, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True 400 commercial-grade treadmills- Black in Color Treadmill must be equipped with a 16" True 2 Touchscreen Console- This console will have the ability to have to connect via coax cable. Console must have the ability to connect to Wi-Fi Console must have Bluetooth capabilities and offer Netflix and other apps. · Console should carry a 3-year warranty · Treadmill must be equipped with emergency stop button · Treadmill should have dual starting and dual stop functions · Treadmill should have a contact heart rate monitor · Treadmill should have a wireless heart rate monitor by Polar · Treadmill should be equipped with user monitoring system · Treadmill needs to have options to change consoles · Control console must-have speed up, speed down, quick start, and stop buttons · Walking deck must be at least 1" in thickness · Treadmill deck must be flip able · Treadmill must be a welded heavy gauge steel · Treadmill must be equipped with two front wheels · Treadmill must be equipped with an accessory tray and 2 water bottle holders · Treadmill must meet all regulatory approvals · Treadmill running surface should be no less than 60" long and 22" inches wide · Treadmill user weight limit should be up to 400 pounds · Treadmill foorprint shall not exceed 79" in length 31.5" in width and 62" in height · Treadmill step-up height should not exceed 6.5" inches in height · Drive motor must be at least 4 HP					
			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

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

- Incline must be able to go to 15%
- Motor must have 1200lb of thrust on incline settings
- Must have an optical speed sensor
- Roller must be 3 inches with shielded bearings
- Side rails should have large straddle covers
- Range of speed should be from 0.2 to 12.0 mph
- Frame should carry a lifetime warranty
- Motor should carry at least a 5-year warranty
- Parts should carry a non-prorated warranty of 5 years
- Labor should have a 3-year warranty
- Vendor should install said equipment
- Vendor should include a quarterly preventative maintenance

QTY 1-5

TRUE C400 CROSS TRAINER, OR EQUAL AS PER ATTACHED SPECIFICATIONS

MAKE _____ **MODEL** _____

True 400 commercial-grade elliptical and must be equipped with a 16" in True Envision 2 touchscreen Console
- Console must bave the ability to have to connect via coax cable.
- Console must have the ability to connect to Wi-Fi.
- Console must have Bluetooth capabilities and offer Netflix and other apps.
- Console should carry a 3-year warranty
- Black in color
- Elliptical must be equipped with Extended Handrails with Moisture-Resistant Grips
- Elliptical should have Hybrid Self-Generating Brake
- Elliptical should have a contact heart rate monitor
- Elliptical should have a wireless heart rate monitor by Polar
- Elliptical should equipped with a user monitoring system
- Elliptical needs to have options to change consoles
- Elliptical must be equipped with 110V, Self-Generating (with Emerge II or Envision II 9"), 100-220V Option Available (with Envision II 16" and Showrunner II)
- Elliptical Soft Step Cushioned Anti-Fatigue Material
- Elliptical core length cannot exceed 10' / 3.0 M
- Elliptical stride length cannot exceed 21" /53cm
- Elliptical must have Ergonomic Handles with Moisture-Resistant Sleeves
- Elliptical should have the ability to have just the arms to work and give an arm only workout.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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 7					
		· Elliptical sidestep design must contain Non-Slip Textured Pattern · Elliptical must be a welded heavy gauge steel · Side rails should have large straddle covers · Frame should carry a non-prorated warranty of 5 years · Labor should have a 3-year warranty · Vendor should install said equipment · Vendor should include a quarterly preventative maintenance					
QTY 1-5		**TRUE FITNESS, 3-TIER FLAT TRAY DUMBBELL RACK, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True Two 3-tier flat tray Dumbbell rack · Dimension product cannot exceed 32.5 x 48.5 x 36/80.5 cm x 121.5 cm x 92.5 · Dimension product minimum 31.5 x 47.5 x 36/80.5 cm x 121.5 cm x 92.5 · Must have a powder coat finish in charcoal · Must have oversized flat trays to accommodate any style of dumbbell · Must have the angle of a top tray which will allow kettlebell storage					
QTY 1-5		**TRUE FITNESS, FLAT/INCLINE BENCH, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ True Flat/Incline Bench-Black in color · Dimension product cannot exceed 55 x 30 x 19/ 138.5 cm x 75.5 cm 47.5 · Dimension product minimum 54 x 29 x 18/ 137.5 cm x 74.5 cm 46.5 · Quarterly preventative maintenance, local service · Must have a powder coat finish in charcoal · Bench must have 9-position back pad in concert with 4-position seat pad					
					TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

QTY 1-5

TRUE FUNCTIONAL TRAINER WITH ROTATING COLUMNS-4:1 RESISTANCE-3.75LB INCREMENTS-14'CABLE TRAVEL, OR EQUAL AS PER ATTACHED SPECIFICATIONS

True FT-900 Functional Trainer w rotating columns 4:1 resistance 3.75 lb increments, 14' cable travel

- Frame lifetime warranty
- Part warranty of 3-5 years
- Labor warranty of 2-5 years
- Quarterly preventative maintenance, local service
- Must have dual weight stack design that allows user to choose different resistance levels or allows for two simultaneous users.
- Functional Trainer must have Pulleys adjust vertically through 65" (165cm) and 25 clearly marked positions.
- Functional trainer must have a multi-position chin bar that accommodates an optional suspension bracket for suspension training.
- Functional trainer must have a fold-down foot platform assists access to the chin bar and retracts into the frame when not in use.
- Functional trainer must have integrated storage hooks that conveniently store a wide range of training accessories.
- Dimensions cannot exceed
  70" x 43" x 93 / 176 cm x 108 cm x 235 cm
- Dimensions minimum
  68.5" x 41.5" x 91.5" / 174 cm x 106.5 cm x 233.5 cm
- Weight stacks per side
  310 lb (141 kg)
- Integrated storage hooks conveniently store a wide range of training accessories.
- Functional trainer cable travel 14' (427 cm) panhandle
- Functional trainer max resistance at the point must be 77.5
- Functional trainer weight stacks per side must have 310 pounds

ALL PACKING AND SHIPPING DEBRIS MUST BE REMOVED BY THE INSTALLER.

VENDOR TO INSTALL ALL EQUIPMENT.

ALL THE ABOVE ARE 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 completed order.

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 5 of 7					
	THE FOLLOWING ARE ALL OR NONE.					
QTY 1-5	**XFW-8300 DUAL SIDED WEIGHT RACK, WHICH SHALL INCLUDE 1 PAIR OF PLATE TREES, 2 CHIN BARS, 2 PLATE RACKS THAT ALSO INCLUDES A CHIN BAR, 2 SUSPENSION BRACKET, DIP STATION, CORE TRAINER, AND 4 BAND PEGS, OR EQUAL AS PER ATTACHED SPECIFICATIONS** **MAKE** _____ **MODEL** _____ One- True Dual side weight rack XFW-8300 · Frame lifetime warranty · Part warranty of 3-5 years · Labor warranty of 2-5 years · Quarterly preventative maintenance, local service · Dimensions cannot exceed 105.5" x 51.5" x 92.5" / 267.5 cm x 130.5 cm x 234.5 cm · Dimensions cannot exceed 104" x 50.5" x 91.5" / 266.5 cm x 131.5 cm x 233.5 cm · Dual-sided half-rack must load capacity of 765 pounds. · Dual-side half-rack must-have powder coat finish in charcoal. · Dual-side half-rack must have the center catch rail which is optional.					
QTY 1-5	**8 SIDED ENCASED RUBBER DUMBBELL WHICH INCLUDES 5LB - 50LB IN 5LB INCREMENTS** **MAKE** _____ **MODEL** _____					
QTY 1-5	**55LB 8 SIDED ENCASED RUBBER DUMBBELL** **MAKE** _____ **MODEL** _____					
QTY 1-5	**60LB 8 SIDED ENCASED RUBBER DUMBBELL** **MAKE** _____ **MODEL** _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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 6 of 7					
QTY 1-5	**65LB 8 SIDED ENCASED RUBBER DUMBBELL**						
	MAKE _____ **MODEL** _____						
QTY 1-5	**70LB 8 SIDED ENCASED RUBBER DUMBBELL**						
	MAKE _____ **MODEL** _____						
QTY 1-5	**75LB 8 SIDED ENCASED RUBBER DUMBBELL**						
	MAKE _____ **MODEL** _____						
QTY 1-5	**300 LBS OLYMPIC RUBBER ENCASED "WIDE FLANGE" 3 HOLE GRIP VTX PLATE SET: GOB-86 BAR AND SPRING COLLARS INCLUDED**						
	MAKE _____ **MODEL** _____						
	ALL PACKING AND SHIPPING DEBRIS MUST BE REMOVED BY THE INSTALLER.						
	VENDOR TO INSTALL ALL EQUIPMENT.						
	ALL THE ABOVE ARE 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 completed order.

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.

Any questions or problems, contact the City of Mobile Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org..

THE ABOVE 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 completed order.

PROCUREMENT DEPARTMENT

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

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

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

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

It is the responsibility of the bidder to 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:8/2/2022

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 14 Dell Octiplex 7000 desktop computers for MFRD.

General fund.

Amount of Contract:

$17,857.84

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

ATTACHMENTS:

Description	Type	Upload Date
20220720 CDW Agenda Package POs	Cover Memo	7/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:44 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
12748	2022	(1510) FIRE ADMINISTRATION	14 DELL OPTIPLEX 7000 DESKTOP COMPUTERS FOR MFRD (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$17,857.84	(272932) CDW GOVERNMENT LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012748-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1526.1510.0000.0000.44020. 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	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/22	272932				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER SOURCEWELL 081419-CDW TECH CATLOG CONTRACT.			
001	ITEM: DELL CTO 7000 I7 12700T 8 8 W10P Supplier Part No: 7102079 Manufacturer Part No: 3000126310132 Manufacturer Name: Dell CTO Client Systems Supplier Quote No: 37171:MWDM307 NIGP: UNSPSC: 43211507	14.00 EACH	1275.56000	17857.84
1	1000.30.15.1510.1526.1510.0000.0000.44020.			17857.84
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

Requisition Link

Requisition Total 17857.84

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

Bill To	Requisition 00012748-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1526.1510.0000.0000.44020. 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	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/18/22	272932				FIRE ADMINISTRATION

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
1000.30.15.1510.1526.1510.0000.0000.44020.		17857.84	1482571.02
FIRE COMMUNICATION E-911 EXP	OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
Approved	07/20/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	07/20/22	DONALD ROSE	Approved by: 9105fola
Approved	07/20/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/20/22	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

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:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cintas Corporation for 469 high-visibility yellow safety long sleeve work shirts for Public Services.

General fund.

Amount of Contract:

$32,830.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220719 Cintas Agenda Package POs	Cover Memo	7/19/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:45 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
11698	2022	(2090A) TRASH COLLECTION	469 HIGH-VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRTS FOR PUBLIC SERVICES (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$32,830.00	(033070) CINTAS CORPORATION DBA CINTAS CORPORATION NO 2

Adopted:

_____

City Clerk

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	MASTER AGREEMENT (CONTRACT #R-BB-19002 CONTRACT) U.S. COMMUNITIES/OMNIA GOVERNMENT PURCHASING ALLIANCE DECEMBER 13, 2018 - OCTOBER 20, 2023. LEAD AGENCY: PRINCE WILLIAM COUNTY SCHOOL BOARD (PWCS) MANASSES, VA.			
001	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED	5.00 EACH	70.00000	350.00
	Additional Description Notes			
	SIZE SMALL			
	QTY NAME 5 VINSQUA			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			350.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
002	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT.PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes	15.00 EACH	70.00000	1050.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE MEDIUM			
	QTY NAME			
	5 LELAND			
	5 SHUNDA			
	5 JABRAILE			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			1050.00
	Ship To			
	PUB WORKS - TRASH			
	1900 HURTEL STREET			
	BEFORE 2:30 PM			
	MOBILE, AL 36605			
	Deliver To			
	PUB WORKS - TRASH			
	1900 HURTEL STREET			
	BEFORE 2:30 PM			
	MOBILE, AL 36605			
003	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH	55.00 EACH	70.00000	3850.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED			
	Additional Description Notes			

	SIZE LARGE			

QTY	NAME
5	AUTHUR
5	SHAKERIA
5	JALEN
5	LABARRON
5	AUSTIN
5	BROCK
5	ERIC
5	TERRY
6	ALBERT
3	CARL
3	JERMAINE
3	WOODY

1	1000.40.20.2070.2090.2070.0000.0000.44070.			3850.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
004	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes	111.00 EACH	70.00000	7770.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE XL			
	QTY NAME			
	5 SATURNE			
	5 JIMMIE			
	5 JUAN			
	5 RICKY			
	5 NEECE			
	5 REGINALD			
	5 JALON			
	5 WILLIE			
	5 WALTER			
	6 FREDDIE			
	6 CARL			
	6 TONY			
	6 TERRANCE			
	6 CHARLES			
	6 BENARD			
	6 NAYSHUN			
	6 TERRY			
	6 LEONARD			
	6 MARVIN			
	3 CASSANDRA			
	3 MAKAILA			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			7770.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
005	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes	125.00 EACH	70.00000	8750.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE 2 XL			
	QTY NAME			
	5 MIKE			
	5 JAMARKERS			
	5 ANTHONY			
	5 MIKE			
	5 KURT			
	5 SISLEY			
	5 KENNETH			
	6 NICOLE			
	6 LYMAN			
	6 KENDALL			
	6 DOUG			
	6 MIKE			
	6 EARNEST			
	6 SCOTT			
	6 BRIDGETTE			
	6 BEN			
	6 ZANNIE			
	6 SIGLER			
	6 BILLY			
	6 CHARLES			
	3 TYRA			
	3 PETE			
	3 MARLIN			
	3 DWIGHT			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			8750.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
006	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes	96.00 EACH	70.00000	6720.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	SIZE 3LX			
	QTY NAME			
	5 REGINALD			
	5 ROYAL			
	5 WILLIE			
	5 DARRYL			
	5 CORNELIUS			
	5 TAIWAN			
	6 ERIC			
	6 JEREMY			
	6 REGINALD			
	6 RONNIE			
	6 RICHARD			
	6 TONY			
	6 D'ANTONIO			
	6 ANDREW			
	6 SAM			
	6 LEBARON			
	6 BRIAN			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			6720.00
	Ship To			
	PUB WORKS - TRASH			
	1900 HURTEL STREET			
	BEFORE 2:30 PM			
	MOBILE, AL 36605			
	Deliver To			

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	 Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605 Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
007	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes --- SIZE 4 XL QTY NAME 5 WARREN 5 SANTANA 3 WILLIE	13.00 EACH	70.00000	910.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44070. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI P O BOX 190727 MOBILE, AL 36619 Tel#251-443-7301 Fax 251-443-9762	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.40.20.2070.2090.2070.0000.0000.44070.			910.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

008	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED	28.00 EACH	70.00000	1960.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Additional Description Notes			
	SIZE 5 XL			
	QTY NAME			
	5 GEORGE			
	5 ARTHUR			
	6 WILL			
	6 MARK			
	6 CARLOS			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			1960.00
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
009	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO	6.00 EACH	70.00000	420.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED			
	Additional Description Notes			

	SIZE 5 XL TALL			
	QTY NAME			
	6 MABINS			
1	1000.40.20.2070.2090.2070.0000.0000.44070.			420.00

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 15

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36605			
010	ITEM: HVYLS HIGH VISIBILITY YELLOW SAFETY LONG SLEEVE WORK SHIRT 3.7 OZ 100% POLYESTER MICROFIBER. FAST DRYING COOLING FABRIC. DYED TO MATCH BUTTONS. SQUARE POCKETS WITH A TACTICAL HIDDEN POCKET AND SIDE PEN POCKET ON SLEEVE. VERTICAL VENTING IN THE BACK WITH MESH LINING. 360 DEGREE VISIBILITY WITH FRONT, BACK, AND SHOULDERS 2" SEGMENTED SILVER REFLECTIVE STRIPING. ANSI 107-2010 CLASS 3 LEVEL 2 COMPLIANT ANSI107-2015 TYPE B CLASS 3 COMPLIANT. PRICE INCLUDES CITY LOGO AND EMPLOYEE NAME EMBROIDERED Additional Description Notes --- SIZE 6 XL QTY NAME 6 JERMONE 6 ZIP 3 MIKE	15.00 EACH	70.00000	1050.00
1	1000.40.20.2070.2090.2070.0000.0000.44070.			1050.00

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Requisition Link

Requisition Total 32830.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44070.	32830.00	982053.81
SANITATION EXP UNIFORMS		

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

Activity	Date	Clerk	Comment
Approved	06/27/22	KINA ANDREWS	Summer shirts for Sanitation (
Approved	06/27/22	JAMES DELAPP	Auto approved by: 910515803
Approved	06/29/22	KINA ANDREWS	
Approved	06/29/22	JAMES DELAPP	Auto approved by: 910515803
Rejected	06/27/22	JOHN PAINE	per your request
Approved	07/18/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	07/18/22	DONALD ROSE	Approved by: 9105fola

Bill To	Requisition 00011698-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44070.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 17

Vendor	Ship To
CINTAS CORPORATION DBA CINTAS CORPORATI	PUB WORKS - TRASH
P O BOX 190727	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
MOBILE, AL 36619	
Tel#251-443-7301	
Fax 251-443-9762	
	Deliver To
	PUB WORKS - TRASH
	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/29/22	033070				TRASH COLLECTION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	07/18/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	07/18/22	JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Cintas Corporation

America's Leader in the Service Industry

Overview

Contract Documentation

Total Clean Program

COVID-19 Resources

Uniform Rental

Uniform Purchase

Facility Services

First Aid and Safety

Fire Protection

Resources

Facilities Management Products and Solutions

Prince William County Public Schools, VA

Contract Number: R-BB-19002

December 13, 2018 through October 31, 2023
Option to renew for (2) additional two-year periods through October 31, 2027
RENEWED THROUGH October 31, 2025

Executive Summary

- Uniform Guidance
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- New Jersey LFN Packet
- Contract Amendment 1
- Contract Amendment 2
- Contract Amendment 3
- Contract Amendment 4
- Contract Amendment 5
- Contract Amendment 6
- Contract Renewal 1

Response Evaluation

- Response Evaluation and Notice of Award

Solicitation Process

REQUEST CONTRACT INFORMATION

Lab Coat Dispensing Program

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Accept Decline

Click for more details

Contact Information

Email: omniapartners@cintas.com
Phone: 800-795-7368

SUPPLIER WEBSITE

OMNIA PARTNERS

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

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☐ I agree*

SIGN UP FOR EMAIL UPDATES

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

CONTRACT NUMBER: R-BB-19002

This Contract entered into this ***13th*** *day* ***December, 2018*** *by,* ***Cintas Corporation No. 2 (or any of its subsidiaries and affiliates) , 6800 Cintas Blvd., Mason OH 45040,*** *hereinafter referred to as the "Contractor" and* ***Prince William County School Board, P.O. Box 389, Manassas, VA 20108****, hereinafter referred to as the "Prince William County Public Schools", "Purchasing Agency" or "PWCS".*

WITNESSETH *that the Contractor and PWCS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:*

1. **SCOPE OF CONTRACT**: Contractor shall provide Facilities Management Products and Solutions for Prince William County Schools, Virginia on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. **CONTRACT DOCUMENTS**: The contract documents shall consist of the following:

   2.1. This signed Contract document;

   2.2. Memorandum of Negotiations dated November 1, 2018 (Attachment A)

3. **CONTRACT TERM AND RENEWAL:**

   3.1. The initial term of this contract shall be from December 13, 2018 through October 31, 2023, with the option to renew for two (2) additional two (2) year periods, upon mutual written consent of the parties to the contract. Proposed prices shall remain firm for the initial term of the contract.

   3.2. The products and services which are the subject of this Master Agreement may be covered by a service or maintenance agreement. The term of the service or maintenance agreement shall be governed by that document and may survive the expiration of this Master Agreement.

4. **CONTRACT ADMINISTRATOR**: As the Contract Administrator, the following individual, or his designee, shall serve as the interpreter of the conditions of the contract and shall use all powers under the contract to enforce its faithful performance.

   Brian Burtner, CPPB, Buyer, (703) 791-8736, burtneba@pwcs.edu

5. **PRICING:** In accordance with applicable percentage discounts and prices, per attached Contractor's response dated September 25, 2018 and negotiated prices/rates negotiated September 25, 2018 (see attached).

6. **PAYMENT TERMS**: 2% Discount Net 15, Standard terms are Net 30 days

7. **TERMINATION FOR CONVENIENCE:**

7.1. If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as a termination fee equal to 50 weeks of rental service.

7.2. If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as a termination fee equal to 36 weeks of rental service.

7.3. If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as a termination fee equal to 23 weeks of rental service.

7.4. If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as a termination fee of 10 weeks of rental service.

7.5. Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement or pay for any damaged, lost or unreturned goods at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.

Prince William County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

This contract shall constitute the whole agreement between the parties. There are no promises, terms and conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto related to the provision of goods (including leases thereof), services and/or insurances described herein.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by the following duly authorized officials:

CONTRACTOR: Cintas Corporation No. 2

Authorized Signature

Claio Sackson
Type Name

National Director - Govt Sect
Title

12/19/18
Date

PURCHASING AGENCY:

Authorized Signature

Anthony Crosby, CPPO, CPPB
Type Name

Supervisor of Purchasing
Title

12/21/18
Date

Prince William County
PUBLIC SCHOOLS
Providing A World-Class Education

MEMORANDUM OF NEGOTIATIONS
R-BB-19002

Dated: November 13, 2018

Prince William County Schools (hereinafter called PWCS) and Cintas Corporation No. 2 (hereinafter called the Contractor) hereby agree to the following in the execution of Contract R-BB-19002 for Facilities Management Products and Solutions. The final Contract contains the following documents:

a. PWCS's Request for Proposal, R-BB-19002, dated July 17, 2018 and Addendum #1, dated August 8, 2018;
b. Contractor's proposal dated August 13, 2018;
c. Contractor's responses to Clarification Questions and Negotiations dated September 25, 2018, attached;
d. Contractor's best and Final Offer, dated October 5, 2018;
e. PWCS RFP R-BB-19002, General Terms and Conditions, Paragraph 30, Indemnification, is hereby modified to include "to the fullest extent permitted by applicable law".
f. This Memorandum of Negotiations;
g. Any subsequent modifications to the Contract.
h. For FRC garments: Customer agrees it bears sole responsibility for selecting the flame-resistant clothing and fabrics ("FRC") under this Agreement determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). CUSTOMER ACKNOWLEDGES THAT COMPANY HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME-RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. COMPANY MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH CUSTOMER'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. Customer agrees to notify all employees and other agents of Customer who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. Customer acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of Customer. Further, Customer releases Company from any and all liability that results or may result from the use of the garments, including but not limited to any alleged

failure of the FRC to function as flame-resistant or provide protection against fire and/or heat. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this Agreement or resulting from Customer's or its employees' use of the FRC.

i. For high visibility garments: Customer bears sole responsibility for: (a) determining the level of visibility needed by wearers of the garments for their specific work conditions or uses: (b) identifying and selecting which garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when garments require repair or replacement to meet the required level of visibility. If garment needs to be replaced outside of normal wear and tear, the customer will be charged the then current replacement value. Customer acknowledges and understands that the garments alone do not ensure visibility of the wearer. Customer further acknowledges that Company is relying upon Customer to determine whether any garments need repair or replacement to maintain the required level of visibility. Company represents only that the garments supplied satisfy certain ANSIIISEA standards to the extent the garments are so labeled. Customer acknowledges that Company has made no other representations, covenants or warranties whether express or implied, related to the garments.

ACCEPTED BY:

Contractor Authorized Signature — 12/19/18 Date

Title

Anthony Crosby — 12/21/18 Date

Supervisor of Purchasing

1. How often do you update your inventory? Are all new deployments brand new uniforms or are they recycled from past agencies?
   All rental uniforms are put through quality inspection weekly when turned in for laundry. If it is determined that a garment needs replaced due to normal wear, it will be upgraded. Age of garment is not a factor as QA is graded upon condition. New wearers could get new uniform if not available in the local stockroom. However, if stock is available, uniforms can be recycled if they are in "like-new" graded condition. Customer can request all new hires get new uniforms, however the lead time to install would be extended.

2. Are your vending options available as a part of this proposal (for scrubs or other uniforms)? If these are available, what is the cost? Yes.

Item Code	Description		List Price	USC Pricing
D10	Small Dispenser		[redacted]	
D16	Medium Dispenser			
D20	Large Dispenser			
R110	Return Unit			
RX	Wall Mounted Unit			

   The use of scrub dispensing units is increasing all over college campus' and other public entities. Cintas will continue to focus its sales efforts in this space to also include units that dispense lab coats and other clothing items.

3. Do you offer dielectric testing on your gloves? If so, what would be the cost for this service?
   Yes, this is one of Cintas' newest offerings. Please see attached for both additional information about the service and the pricing available.

4. Do you offer wet mats that would be appropriate for showers and locker rooms?
   Yes, we offer Drainage Mats which can be used in wet areas. The pricing for this item is [redacted]

5. Do you offer calibration on the chemical dilution centers free of charge? Are these installed free of charge?
   Yes. Yes

6. Do you work on Halon fire suppression systems?
   Yes, Cintas provides this service only in certain markets. Because it is not a nationwide service, it is priced locally to with a [redacted] discount, per the US Communities contract.

7. What is the price for the training programs you offer?
   The pricing file for Training is attached.

8. What is the process for coil and carpet cleaning? How do you meet environmental regulations for public agencies (such as MS4) for these types of services? Which public agencies have you provided these types of services for in the past?

We have attached the scope of work for both Coil Cleaning and our process for Tile and Carpet Cleaning. As the work of both services is proprietary, we would ask that the attached relative to those services be redacted. While we do have experience with regulations like MS4. We have also attached our protocol for the discharge of both liquid and solid wastes incurred in the performance of these services. Cintas' Deep Clean Technician, Ultraclean SSR, or Coil Cleaning Technician must sign this document stating that he/she will adhere not only to local, state, and national regulations, but also the procedures set forth in that document. Any violations of the tenets set forth in that document is grounds for the dismissal of the employee.

9. **Two of your references were not willing to provide a reference per their statutes and the other three were not responsive. Do you have any other references who could provide feedback on their experience?**

Bonnie Sietman
Sr. Procurement Agent
Manatee County Government, BCC
Procurement Division
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205
T 941-749-3046 F 941-749-3034
bonnie.sietman@mymanatee.org

Matt Helm
Deputy Director of Purchasing
City of San Diegp
Phone: 619-236-6104
mehelm@sandiego.gov

Kevin Mitchell, MBA
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Lackawanna County
200 Adams Ave.
Scranton, PA 18503
(P) - 570-963-6767
(F) - 570-963-6514
MitchellK@lackawannacounty.org
www.lackawannacounty.org

Joseph Patterson, MPA, VCO
Department of Purchasing
Chesterfield County
Phone: 804.717.6307
Pattersonjo@chesterfield.gov

10. How long has the TruCount system been in place? If public agencies are having issues with their uniforms being returned in a timely fashion, what steps can be taken to make sure this doesn't affect the agency's ability to work?
Since 2016, Fulling implemented across all sites for about a year.

11. What is the lead time for new employees to be fit with uniforms?
Fitting within a week of notice. New site estimated at 4 weeks. New employee at existing site is 2-4 weeks from sizing. Can be 1 week turn if sizes are in stock at local Cintas.

12. What is the lead time for embroidery of new uniforms?
About 2 weeks. Stocked garments purchased directly are embroidered on demand and can be shipped in about a week.

13. What efforts can you make to simplify the invoicing process and make this less hands-on?
We are in the process of scheduling with the EC a demonstration of the www.myCintas-ebilling and servicing platform.

14. Is there a reason that you do not offer volume discounts or ecommerce rebates?
Volume discounts would generally be for direct purchase only. Our local reps have the freedom to price lower than the ceiling price of the agreement so volume discounts for direct purchase items is available.

15. Do you offer prompt payment discounts?
Yes, we can offer 2% Net 15 and Net 30 as standard payment terms

16. Why does California have different pricing for fire and safety?
It cost more to do business in California due to regulatory policies, labor laws, etc.

17. On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can these be provided at no charge? Can these be repaired or replaced as needed at no charge?
Yes, these will be No Charge.

18. Please explain the additional charges on page 31 for Garment Rental.
Minimum stop Charge: [redacted]-this is the minimum a site can average for Cintas to stop the truck. Agency pays the difference to make the service at least [redacted] Ex: Actual weekly rental is [redacted] for uniforms and mats. Customer is charged [redacted] as the "min stop charge" on top of the [redacted] To reach a total of [redacted] We normally suggest product additions to equal a min stop so the customer is paying for products/services.

Lockers: No charge

Make-up Waived on initial installation and for 30 days of service: this is industry standard charge to set up new uniform wearer after initial install. This covers the cost

on the plant to order, prep, set up the system and sew in the ID tap with the employee information. One-time fee per garment. Ceiling priced.

Emblem-Waived on initial installation and for the first 30 days of service: Local Cost (depending on company name and type of emblem ordered) This is the cost of the actual company emblem that is applied when adding new employee after the initial install.

Name tag- [redacted] The cost to set up a name to rental uniform. Normally embroidery. Ceiling Priced.

Size premium per Garment: [redacted] this is the price for extended sizes, starting at 2xl and up, there is an addition charge per garment. Ceiling priced.

19. Minimum Order size charges for Garment Rental are not acceptable. Is this negotiable?
Minimum Order charges are fully described as the minimum amount charged to the client for stopping the Cintas vehicle and delivering the product or service contracted by the client. Under the pricing file offered in our proposal, the Minimum Order charge is [redacted] Cintas is willing to entertain changing the nomenclature on the contract for this charge to something else that would be acceptable to the EC.

20. What is the cost for tailoring (ex. Shortening of pants)?
[redacted]

21. Do you offer "tall/Long" sizes?
We do offer tall/long sizes. The charge for shirts in the extended sizes are the same as for size premiums detailed in the Cintas proposal. There are no additional charges for pants for tall sizes.

22. Do you offer summer internships or student programs for college students?
Cintas would be interested in creating with USC members opportunities for internships that coincide with our normal hiring practices for these positions.

23. In Tab 7, Exceptions, the fee for termination for convenience: Is it acceptable to substitute "termination fee" for "liquidated damages"?
Yes, this is negotiable with the contract

24. Fire Protection sales team: 6 of the states where you have no representation are in U.S. Communities' top 25 states (AL, IA, MN, NC, OR, TN) - are there plans to expand into these states?

Yes, Cintas is striving to grow the division to [redacted] in 10 years.

25. Should Brent Schafer be listed as the Executive?

    Yes, we can update.

26. What is the Lost Replacement charge for items not listed in the market basket?
    The L/R charge will also be reduced by [redacted]. See Link below to Cintas full catalog: www.shopcintas.com

27. Page 85, #7: What happens if a public agency is not able to accommodate net 15 or net 30 payment terms? Is it possible to make the standard payment terms for all product lines Net 30?
    Yes, Net 30 is Standard term.

28. Rubber Glove Addendum:
    a. What company will be required to purchase from?

    Relative to the addendum, the Cintas Head/Hand electrical PPE program is considered a lease only option.

    This program is based on Cintas using **National Safety Apparel** for all PPE items listed as well as inspection/certification of voltage rated gloves being leased.

    b. No information listed in Schedule A. No pricing, etc.
       See attached excel document with pricing. The addendum was a blank template.

    c. Will they test gloves already in use or do we have to purchase the gloves new form them to get the testing completed.
       No, this program is based on Cintas setting up a new rental solution for Head/Hand PPE.

29. Classroom Safety Training Cost Breakdown:
    d. Line 65906 – Is 10 people a minimum or maximum per class? If multiple classes are needed, is the charge of the instructor per class or one time charge for multiple classes?
       The class size listed on the price file is the max size per class. This varies per type of class, from 10-25. The charge for the instructor is per class.

    e. Line 65908 – What are normal hours and excess hours?
       Monday-Friday 8am-5:00pm

Referencing Cintas' response to the initial EC questions/clarifications:

30. Item 15 – Do you offer prompt payment discounts? **This was discussed on the teleconference on September 13. We discussed 2% Net 15 and Net 30 as the standard payment. This needs to be clarified that this is your understanding as well.**
    Yes, 2% Net 15 and Net 30 for standard local payment. Updated document.

31. Item 17 – On page 142 you mention "minimal" charges for lockers, rolling racks and soiled hampers. Can you provide these at no charge? Can these be repaired or replaced as needed at no charge? **This was discussed on the teleconference on September 13. This was agreed that these would be at no charge and not that this would be negotiated. Please clarify.**

    [redacted] Updated document.

32. Item 18 – Please explain additional charges on page 31 for Garment Rental. **This was discussed on the teleconference on September 13. See question 17, this charge should be removed.**

    [redacted]. Updated document.

33. Item 19 – Stop charges for Garment Rental are not acceptable. Is this negotiable? **This should be called minimum order size, not minimum stop charge.**

    Changed language to Minimum Order Size and updated document.

34. Item 26 – What is the Lost Replacement charge for items not listed in the market basket? **Please provide us with a full catalog that the discount by category will be taken from.**

    Catalog is online and can be accesses with link: www.shopcintas.com Updated document with the link as well.

35. Item 27 – Page 85, #7: What happens if a public agency is not able to accommodate Net 15 or Net 30 payment terms? Is it possible to make the standard payment terms for all product lines to be Net 30? **This was discussed on the teleconference on September 13. We agreed on Net 30 as standard terms. This needs to be clarified that this is your understanding as well.**

    Yes, Net 30 is standard term. Updated document.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS

DISCOUNT BY PRODUCT CATEGORY

Category	Discount (% from published/ book rate)	Comments
1 Uniform Rental	[redacted]	Cintas has committed to US Communities participating public agencies a 10% discount off of National Account Book Pricing for all items. National Account book pricing is, generally, [redacted] off of local pricing structure.
2 Uniform Leasing		
3 Uniform Purchase		
4 Shoe Purchase		
5 Mat/Mop Rental		
6 Mat/Mop Leasing		
7 Mat/Mop Purchase		
8 Restroom Supplies		
9 Restroom Services		
10 Deep Cleaning Services		
11 First Aid/Safety Supplies		Can Vary by product. Minimum savings listed
12 AEDs		
13 Fire Protection Services		
14 Promotional Products		Can Vary by product. Minimum savings listed
15 Miscellaneous		
16 Other		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Contract #R-BB-19002 - FACITILIES MAINTENANCE SOLUTIONS
ADDITIONAL CHARGES

Deep Clean

Set Up Charge	Anytime we have to use the truck to clean a customer	[redacted]	
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		

Garment Rental

Minimum Order Size	$ [redacted]
Lockers	$
Make Up -Waived on initial installation and for the 1st 30 days of service	$
Emblem -Waived on initial installation and for the 1st 30 days of service	Cost
Name Tag	$
Size Premium (starting at 2XL)	$

DEEP CLEANING

Service Description	Description	Price	Pricing Detail
		Carpet	
VCT Restoration	Used any time we do a restoration VCT job, which means stripping the floor all the way down and reapplying 4 coats of finish	[redacted]	
VCT Maintenance	Used any time we do a maintenance VCT job, which means top scrubbing the floor down 1-2 coats and reapplying 2 coats of finish		
VCT Maintenance	Used any time we do a cleaning VCT job, which means cleaning the floor with a Pad and Cleaner and NOT reapplying any finish		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Truck Mount		
Standard Carpet Cleaning	4 Step - PARR Process - Truck Mount		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Truck Mount		
Standard Carpet Cleaning	5 Step - PARR Process plus Protectant - Portable		
Standard Carpet Cleaning	4 Step - PARR Process - Portable		
Standard Carpet Cleaning	2 Step - Prespray and Rinse - Portable		
Wool Carpet Cleaning	2 Step - Prespray and Rinse		
Carpeted Steps	Cleaning Only		If step is determined to be nonstandard, the price is decided locally
Carpet Protectant	If not included with 5 Step		
Carpet Sanitizer	Used anytime we apply a sanitizer after the cleaning		
Carpet Deodorizer	Used anytime we apply a deodorizer after the cleaning		
Low Moisture Process	PreRotoScrub, Prespray, Agitate, Respray Spots (No Vacuuming)		Any vacuuming required is in addition to the sq ft price
Standard Tile	5 Step - PARR Process plus Sealer - Truck Mount		
Standard Tile	5 Step - PARR Process 2" or Less - Truck Mount		
Standard Tile	4 Step - PARR Process >2" - Truck Mount		
Standard Tile	4 Step - PARR Process 2" or Less - Truck Mount		
Sealer (After Cleaning)	Used anytime we apply an impregnating sealer after the cleaning		
Color Seal (After Cleaning)	Color Seal < 2" Tile		
Color Seal (After Cleaning)	Color Seal 2" - 8" Tile		
Color Seal (After Cleaning)	Color Seal > 8" Tile		
Kitchen Cleaning	Used anytime we clean a Kitchen. Does not include Sealer		
Standard Tile	5 Step - PARR Process plus Sealer - Portable		
Standard Tile	5 Step - PARR Process 2" or Less - Portable		
Standard Tile	4 Step - PARR Process >2" - Portable		
Standard Tile	4 Step - PARR Process 2" or Less - Portable		
Concrete Cleaning	Interior - Truck Mount Only		
Concrete Cleaning	Exterior - Truck Mount Only		
Set Up Charge	Anytime we have to use the truck to clean a customer		
Truck Movement Charge	Anytime we have to move the truck during a service		
Floor Change Charge per Floor	Anytime/All times we have to change floors during a service		
Furniture Moving Charge per Hour	Used if we have to move an excessive amount of furniture that adds up to at least an hour		
Spotting Price per Hour	Used if we are asked to spot only during a service		
Mileage Charge	Charge per Mile Outside of 60 Minutes from the Location		
Minimum Stop Charge	Minimum amount we have to invoice to service the account		
Wait Charge	Used anytime the customer is not prepared to start their cleaning and we have to wait more than an hour		
Cancellation Charge	Used anytime the customer cancels less than 24 hours before the service		
Restroom Cleaning - Sanit UltraClean	Touchless Restroom Cleaning that sanitizes and removes spots from all surfaces, floors & fixtures		Base Charge - Weekly and Every Other Week $35.00; Monthly $55.00

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Uniform Rental Items

Discounts range from 10% to 32% of National Book Rate.

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier/Item Number	UOM	Description	Discount (percentage from Discount by Category	Price for weekly Lease (no cleaning)	Price for weekly rental (with cleaning)	L/R Charge
1	Cintas	935	EA	Comfort Work Shirts 65/35 Poly Cotton		[redacted]		
2	Cintas	278	EA	High Image Work Shirt 65/35 Poly Cotton				
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly Cotton				
4	Cintas	945	EA	Comfort Work Pants 65/35 Poly Cotton				
5	Cintas	865	EA	Pleated Comfort Work Pants 65/35 Poly Cotton				
6	Cintas	270	EA	Comfort Work Cargo Pants 65/35 Poly Cotton				
7	Cintas	370	EA	Comfort Work Cargo Short 65/35 Poly Cotton				
8	Cintas	205	EA	Womens Comfort Work Shirt w Pocket 65/35 Poly Cotton				
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton				
10	Cintas	340	EA	Cotton Work Pants 100% Cotton				
11	Cintas	394	EA	Jean Pant 100% Cotton				
12	Cintas	82670	EA	Chef Coat 65/35 Poly Cotton				
13	Cintas	71125	EA	Elastic Waist Chef Pants w Drawstring 65/35 Poly Cotton				
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers) 65/35 Poly Cotton				
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly Cotton				
16	Cintas	275	EA	High Image Perfomance Polo Shirt 100% Microfiber Poly				
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Microfiber Poly				
18	Cintas	390	EA	Womens Fit Comfort Work Pant (slim)				
19	Cintas	395	EA	Womens Fit Comfort Work Pant				
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly				
21	Cintas	268	EA	Pro-Knit Tee Shirt 100% Poly				
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly Cotton				
23	Cintas	366	EA	High Image Jacket 65/35 Poly Cotton				
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly Cotton				
25	Cintas	925	EA	White Lab Coat 80/20 Poly Cotton				
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly				
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton				
28	Carhartt	381	EA	Carhartt 5 Pocket Jeans 100% Cotton				
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100% Cotton				
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton				
31	Carhartt	280	EA	Flame Resistant Jean				
32	Carhartt	290	EA	Flame Resistant Carpenter Jean				
33	Carhartt	294	EA	Flame Resistant Work Shirt				
34	Carhartt	371	EA	Flame Resistant Work Pant				
35	Carhartt	391	EA	Flame Resistant Coverall				
36	Happy Chef	517	EA	Food Service, Chef Coat XS-XL				
37	Happy Chef	67627	EA	Food Service, V-Neck Apron One Size				
38	Happy Chef	317	EA	Food Service, Female Chef Coat, XS-XL				
41	Cintas	10196	EA	3x5 Traffic Mat				
42	Cintas	1801	EA	2x3 Spring Mat				
43	Cintas	1802	EA	3x5 Spring Mat				
44	Cintas	84302	EA	3x5 Safety Mat				
45	Cintas	84301	EA	3x5 Logo Mat				
46	Cintas	6913	EA	24 oz Synth Wet Mop				
47	Cintas	9582	EA	Pulse Mop				
48	Cintas	9581	EA	Dual Chamber Mop Bucket				
49	Cintas	7116	EA	12" Microfiber Mop Head				
50	Cintas	7001	EA	36" Microfiber Mop Head				
51	Cintas	7245	EA	Microfiber Mop Handle				

Nationwide Usage					Proposed Price/Equipment				
Item Number	Make	Supplier Item Number	UOM	Description	Discount (percentage from Discount by Catagory)	Purchase Price	Current CEILING Price	Make/Model of Quoted Item (If different)	Description of Quoted Item (if different)
1	Cintas	935	EA	Comfort Work Shirt 65/35 Poly/Cotton	[redacted]				
2	Cintas	273	EA	High Image Work Shirt 65/35 Poly/Cotton					
3	Cintas	66278	EA	High Image Womens Work Shirt 65/35 Poly/Cotton					
4	Cintas	945	EA	Comfort Work Pant 65/35 Poly/Cotton					
5	Cintas	865	EA	Pleated Comfort Work Pant 65/35 Poly/Cotton					
6	Cintas	270	EA	Comfort WorkCargo Pant 65/35 Poly/Cotton					
7	Cintas	370	EA	Comfort WorkCargo Short 65/35 Poly/Cotton					
8	Cintas	205	EA	Womens Comfort Work Shirt W/Pocket 65/35/ Poly Cot					
9	Cintas	330	EA	Cotton Work Shirt 100% Cotton					
10	Cintas	340	EA	Cotton Work Pant 100% Cotton					
11	Cintas	394	EA	Jean Pant 100% Cotton					
12	ChefWorks	82670	EA	ChefWorks Chef Coat 65/35 Poly Cotton Rental Only				65375	ChefWorks Cool Vent Chef Coat 65/35 Poly Cotton LS Direct Sale
13	ChefWorks	71125	EA	Elastic Waist Chef Pant W/Drawstring 65/35 Poly/Cotton				36550	Baggy Chef Pant 65/35 Poly/Cotton Direct Sale
14	Cintas	833	EA	Food Processing Shirt White/Blue (no pockets, grippers)					
15	Cintas	374	EA	Executive Dress Shirt 57/43 Poly/Cotton					
16	Cintas	275	EA	High Image Performance Polo Shirt 100% Microfiber Poly					
17	Cintas	66275	EA	Womens High Image Performance Polo Shirt 100% Micro					
18	Cintas	390	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton (Slim					
19	Cintas	395	EA	Womens Fit Comfort Work pant 65/35 Poly/Cotton					
20	Cintas	259	EA	Pro-Knit Polo Shirts Moisture Wicking 100% Poly					
21	Cintas	268	EA	Pro-Knit Polo Shirts 100% Poly					
22	Cintas	970	EA	Lined Service Jacket 65/35 Poly/Cotton					
23	Cintas	366	EA	High Image Jacket 65/35 Poly/Cotton					
24	Cintas	912	EA	Coverall 7.5 oz 65/35 Poly/Cotton					
25	Cintas	925	EA	White Lab Coat 80/20 Poly/Cotton Rental Only				59925	White Lab Coat 80/20 Poly/Cotton LS Direct Sale
26	Cintas	82497	EA	White Polyester Butcher Coat 100% Poly					
27	Carhartt	384	EA	Carhartt Shirt 100% Cotton Rental Only				332	Cintas Woven Chambray Direct Sale
28	Carhartt	381	EA	Carhartt Pocket Jeans 100% Cotton Rental Only				74307	Carhartt Pocket Jeans 100% Cotton Direct Sale
29	Carhartt	382	EA	Carhartt Carpenter Jeans 100%Cotton Rental Only				74308	Carhartt Carpenter Jeans 100%Cotton Direct Dale
30	Carhartt	383	EA	Carhartt Work Pants 100% Cotton Rental Only				74309	Carhartt Work Pants 100% Cotton Direct Sale
31	Carhartt	280	EA	Carhartt FR Jean Rental Only				63869	Carhartt Canvas Jean Direct Sale
32	Carhartt	290	EA	Carhartt FR Carpenter Jean Rental Only				70610	Carhartt FR Carpenter Jean Direct Sale
33	Carhartt	294	EA	Carhartt FR Work Shirt Rental Only				60087	Carhartt FR Work Shirt Direct Sale
34	Carhartt	371	EA	Carhartt FR Work Pant Rental Only				70644	UltraSoft FR Pant Direct Sale
35	Carhartt	391	EA	Carhartt FR Coverall Rental Only				8723	Tecasafe Plus FR Coverall Direct Sale
36	Happy Chef	8841	EA	Happy Chef Food Service, Polo Shirt S-XL				65493	Cintas Gripper Snap Polo Direct Sale
37	Happy Chef	517	EA	Happy Chef Food Service, Chef Coat S-XL				106452	Cintas Classic Chef Coat Direct Sale
38	Happy Chef	67627	EA	Happy Chef Food Service, V-Neck Apron, One Size				82976	Cintas Bib Apron Direct Sale
39	Happy Chef	317	EA	Happy Chef Food Service, Female Chef Coat S-XL				106943	Cintas Classic Che Coat Womens Direct Sale
40	Happy Chef	48480	EA	Happy Chef Food Service, Chef Hat, Student (Beret)					
41	Happy Chef	100446	EA	Happy Chef Food Service, Skull Cap, Flat Top-Chicago					

Hand & Head Protection Program Options			
Cintas Item Number	**Hand Protection Program**	**Lease/Week**	**LR Rates**
869320700	11" Class 00 Rubber Insulating Gloves - Yellow		[redacted]
869320350	11" Class 00 Rubber Insulating Gloves - Black		
754910300	ARC Guard FR Knit Glove		
869380000	10" Leather Protectors		
601960600	Canvas Glove Bag		
	Hand Protection Weekly Cost	$	
	Head Protection Program		
601940000	Clear Safety Glass		
745030300	12cal PureView Faceshiled		
745010000	MSA Slotted Hard Hat - White		
823370200	12cal Balaclava - NAVY		
744370260	Electric Gear Bag		
	Head Protection Weekly Cost	$	
	Total Progam Weekly Cost	**$**	

Available Glove Sizes 8-12

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT [redacted] OFF NATIONAL VOLUNTARY BOOK PRICING (OR [redacted] OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

SAFETY ITEMS

All Prices shown are not-to-exceed rates

Item Number	Make	Supplier Item Number	Description	UOM	Quantity per UOM	Discount (Percentage from Discount by Category)	Unit Price
1	CINTAS	280020	LENS/SCREEN PADS	EA	100		
2	CINTAS	163050	BURN RELIEF PACKET/	BAG	6 packets		
3	CINTAS	1030300	WOUNDSEAL POUR	EA	2		
4	CINTAS	119260	ALLERGY RELIEF	BOX	2/1Dent blister paks		
5	CINTAS	121220	ALEVE SMALL	BAG	5 packs		
6	CINTAS	573772	DAYQUIL SEVERE	BAG	5 packets		
7	CINTAS	79191	MUCINEX SMALL	BAG	3 packets		
8	CINTAS	111929	IBUPROFEN TABS	BOX	20 packets		
9	CINTAS	112039	COLD RELIEF	BOX	40 packets		
10	CINTAS	12221	LIQUID BANDAGE	BAG	5 pipettes		
11	CINTAS	111989	IBUPROFEN TABS	BOX	50 packets		
12	CINTAS	111999	IBUPROFEN TABS LRG	BOX	125 packets		
13	CINTAS	150110	TWEEZERS, METAL	PAC	3 tweezers		
14	CINTAS	51030	HAND SANITIZER	BAG	10 packets		
15	CINTAS	130479	EYEWASH, 1/2OZ	BOX	5 bottles		
16	CINTAS	122249	GLUCOSE, SMALL	PAC	2 packs		
17	CINTAS	102435	LIPAID SMALL	BAG	10 packets		
18	CINTAS	102640	BIOFREEZE MUSCLE	BAG	5 packets		
19	CINTAS	119250	ANTI-DIARRHEAL	BOX	12 caplets		
20	CINTAS	43729	X-LONG BANDAGE	BOX	25 bandages		
21	CINTAS	164010	COOL&SOOTHE	BOX	6 packets		
22	CINTAS	111529	PAIN AWAY X-	BAG	25 packets		
23	CINTAS	43658	WATERPROOF CLEAR	BOX	30 bandages		
24	CINTAS	44269	ELASTIC STRIP	BOX	50 bandages		
25	CINTAS	111180	ASPIRIN ORG ST 50CT	BOX	25 packets		
26	CINTAS	130000	THERA TEARS, SMALL	PAC	4 vials		
27	CINTAS	100019	TRIPLE ANTIBIOTIC	BOX	20 packets		
28	CINTAS	112029	COLD RELIEF	BAG	25 packets		
29	CINTAS	44429	LARGE PATCH 2"X3",	BOX	15 bandages		

CINTAS

Item	Description	Comment	Qty	California Price	USC Pricing (from PDF)
	Services:				
SC	Minimum Order Size per stop	Per stop.	ea		
IN	Portable Extinguisher Annual Maintenance Inspection Hand Portable Stored Pressure and CO2 Fire Extinguishers - up to 20#	Per unit.	ea		
	Unit Test, Recharge and Repair Parts:				
NSDC2.5	2.5# Stored pressure Dry Chemical - Six Year Test	Includes O-Ring, V-Stem, Service Collar and Six Year Internal Maintenance labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NSDC5	5# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC10	10# Stored pressure Dry Chemical - Six Year Test		ea		
NSDC20	20# Stored pressure Dry Chemical - Six Year Test		ea		
NHDC2.5	2.5# Stored pressure Dry Chemical - Hydrostatic Test	Includes O-Ring, V-Stem, Service Collar and Hydrostatic Test labor; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NHDC5	5# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC10	10# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NHDC20	20# Stored pressure Dry Chemical - Hydrostatic Test		ea		
NRDC2.5	2.5# Stored pressure Dry Chemical - Recharge	Includes Recharge Labor, Agent and Service Collar; Does not include parts not specifically listed or applicable Inspection (IN) Price	ea		
NRDC5	5# Stored pressure Dry Chemical - Recharge		ea		
NRDC10	10# Stored pressure Dry Chemical - Recharge		ea		
NRDC20	20# Stored pressure Dry Chemical - Recharge		ea		
EEPIN	Pull Pin	Per unit.	ea		
	New Extinguishers:				
5# ABC Ext	5# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
10# ABC Ext	10# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
2.5# ABC Ext	2 1/2# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
20# ABC Ext	20# ABC Dry Chemical Fire Extinguisher	Per unit.	ea		
	Emergency Light Parts and Services:				
INPTT	E-Light Push Test Button - 30 Seconds	Per unit.	ea		
INEL	Emergency Exit Light Inspection (Load Test)	Per unit.	ea		
EXB64	E-Light Battery, 6V, 4A	Per unit.	ea		
EXB67	E-Light Battery, 6V, 7A	Per unit.	ea		
EXB610	E-Light Battery, 6V, 10A	Per unit.	ea		
EXB612	E-Light Battery, 6V, 12A	Per unit.	ea		
EXL15T6	E-Light Bulb, 145V, 15W	Per unit.	ea		
EXL20	E-Light Bulb, 120V, 20W	Per unit.	ea		

ANY ITEM NOT INCLUDED ON THE PRICE SHEET SHALL BE PRICED AT 10% OFF NATIONAL VOLUNTARY BOOK PRICING (OR 10% OFF LOCAL BOOK PRICING WHERE NATIONAL BOOK PRICING IS NOT AVAILABLE). ALL PRICES LISTED ARE NOT-TO-EXCEED RATES.

Item	Description	Comment	Qty	US Price	California Price	USC Pricing	% Savings from US Price
	Inspection & Parts						
INKS	Kitchen System Inspection - single or first tank	Per system.	ea	[redacted]			
INKST	Kitchen System Inspection - remote or additional tank	Per additional tank.	ea				
EELINK	Fusable Link	Per unit.	ea				

Item	Description	Comment	Qty	California Price	USC Price
		Inspection & Parts			
INSPW	Annual Sprinkler Inspection Wet - Initial Riser	Per riser.	ea		[redacted]
INSPR	Annual Sprinkler Inspection Wet - Additional Riser	Per riser.	ea		
INSPBFIRE	Fire line backflow test per valve	Per unit.	ea		
INSPD	Sprinkler Inspection (Dry)	Per riser.	ea		
INSPBFDO	Inspection Back Flow - Domestic or Irrigation (per	Per unit.	ea		

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Item	Description	Comment	Qty	California Price	USC Pricing
	Inspection & Parts				
INFA	Annual Fire Alarm System Inspection	Per panel.	ea		[redacted]
INFAID	Devices Per Device (somke det. bell, horn, strobe, pull station)	Per device.	ea		
INFADD	Duct Detectors	Per unit.	ea		

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FIRE LABOR RATES			
ITEM	Unit	CA Price	USC Price
Labor - Regular	ea	[redacted]	
Labor - Overtime	ea		
Labor - Weekend/Holiday	ea		
Emergency Service Call	ea		

Cintas First Aid Training List
for U.S. Communities
#R-BB-19002

Course Material # (SAP)	Course Description	Class Duration	Duration Type	Expiration	Expiration Type	Certification	Class Size	US Communities Contract Ceiling Price	Price Per
65001	CPR/FIRST AID/AED COURSE (HeartSaver First Aid with CPR & AED)	7	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65013	CPR/FIRST AID/AED/BBP COURSE	1	Days	2	Years	AHA	9	$ [redacted]	Per Class
65003	BBP AWARENESS CLASS	1	Hours	1	Years	CLMI	0	$ [redacted]	Per Class
65004	PEDIATRIC FIRST AID COURSE	3 1/2	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65009	FIRST AID COURSE	3.5	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65013	INFANT CHILD SUPPLEMENT (CPR/AED)	1	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65016	CPR/FIRST AID/AED (PER STUDENT	7	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65017	FIRST AID COURSE (PER STUDENT)	3 1/2	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
650018	CPR/AED COURSE (PER STUDENT)	4	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65019	BLS HCP (PER STUDENT)	5	Hours	2	Years	AHA	min 8	$ [redacted]	Per Person
65021	CPR/AED COURSE	4	Hours	2	Years	AHA	9	$ [redacted]	Per Class
65022	BLS HEALTHCARE PROVIDER	8	Hours	2	Years	AHA	8	$ [redacted]	Per Class
65023	OXYGEN AWARENESS CLASS	1	Hours	1	Years	COAST	25	$ [redacted]	Per Class
65024	AHA HEART SAVER PEDIATRIC 3 HO	3	Hours	2	Years	AHA	9	$ [redacted]	Per Person

*CPR/First Aid uses the Heartsaver First Aid with CPR & AED student manuals but teach only the First Aid and CPR sections of the course.

**Course hours are based on adult only courses and will be longer if pediatric training is done.

***Open Enrollment classes are based on local schedules and availability.

****Additional charges apply for remote class locations and classes outside of normal business hours.

ONLINE CPR, FIRST AID & AED TRAINING

650311	HEARTSAVER FIRST AID, CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2 1/2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650143	HEARTSAVER FIRST AID, CPR & AED SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	45	Minutes	2	Years	AHA	1	$ [redacted]	Per Person
650301	HEARTSAVER FIRST AID ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650142	HEARTSAVER FIRST AID SKILLS CHECK (CAN DO UP TO 2 PEOPLE AT A TIME)	30	Minutes	2	Years	AHA	1	$ [redacted]	Per Person
650321	HEARTSAVER CPR & AED ONLINE CLASS (SKILLS CHECK SEPARATE, SEE BELOW)	1 1/2	Hours	2	Years	AHA	1	$ [redacted]	Per Person
650141	HEARTSAVER CPR SKILLS CHECK	20	Minutes	2	Years	AHA	1	$ [redacted]	Per Person

CLASSROOM SAFETY TRAINING

65205	CONFINED SPACE CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65206	FALL PROTECTION CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65207	AERIAL LIFT SAFETY CLASS	2	Hours	0	None	CLMI	10	$ [redacted]	Per Class
65208	FORKLIFT CERTIFICATION CLASS	4	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65209	FORKLIFT CERTIFICATION (PER PERSON)	4	Hours	1	Years	CLMI	MIN 5	$ [redacted]	Per Person
652091	FORKLIFT SKILLS TEST (PER PERSON)	20	Minutes	3	Years	CLMI	MIN 5	$ [redacted]	Per Person
65211	CRANE SAFETY CLASS	2	Hours	0	None	CLMI	10	$ [redacted]	Per Class
652111	CRANE SAFETY TESTING	15	Minutes	0	None	CLMI	10	$ [redacted]	Per Person
65212	SAFETY COMMITTEE CLASS	2	Hours	1	Years	CINTS	15	$ [redacted]	Per Class
65214	BACK SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65216	ERGONOMICS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65218	EMERGENCY PREPAREDNESS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65220	EYE PROTECTION CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65221	SLIPS TRIPS & FALLS CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65222	FIRE SAFETY CLASS	2	Hours	1	Years	CINTS	25	$ [redacted]	Per Class
65226	HAZARD COMMUNICATION CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65230	HEARING SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65231	HEAT INJURY PREVENTION CLASS	1	Hour	1	Years	CLMI	25	$ [redacted]	Per Class
65232	HOUSEKEEPING CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65234	LOCKOUT TAGOUT CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65236	MACHINE GUARDING CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65240	PPE CLASS	2	Hours	1	Years	CLMI	10	$ [redacted]	Per Class
65252	RESPIRATORY SAFETY CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65254	SAFETY PROGRAM MGMT CLASS	2	Hours	1	Years	CLMI	15	$ [redacted]	Per Class
65260	GENERAL SAFETY TOPICS CLASS	2	Hours	1	Years	CINTS	0	$ [redacted]	Per Class
65290	WRITTEN COMPLIANCE PROGRAM	4	Hours	1	Years	CINTS	0	$ [redacted]	Per Class
65400	OSHA 10 HOUR GENERAL INDUSTRY	2	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65402	OSHA 30 HOUR GENERAL INDUSTRY	4	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65404	OSHA 10 HOUR CONSTRUCTION CLAS	2	Days	3	Years	OSHA	0	$ [redacted]	Per Person
65406	OSHA 30 HOUR CONSTRUCTION CLAS	4	Days	3	Years	OSHA	0	$ [redacted]	Per Person

65500	RESPIRATOR FIT TESTING	20	Minutes	1	Years	CINTS	0	$	[redacted]	Per Person
65501	RESPIRATORY SAFETY CLASS WITH FIT TEST	4	Hours	1	Years	CINTS	12	$	[redacted]	Per Class
65502	SAFETY AUDIT	2	Hours	1	Years	CINTS	0	$	[redacted]	Per Class
65503	EMERGENCY RESPONSE TRAINING CL	4	Hours	1	Years	CINTS	0	$	[redacted]	Per Class
65504	WRITTEN SAFETY & HEALTH PROGRAM	1	Days	1	Years	CINTS	1	$	[redacted]	Per Person
65905	CLASS CANCELLATION FEE	0	None	0	None	CINTS		$		
65906	INSTRUCTOR TRAVEL FEE	0	None	0	None	CINTS		$	[redacted]	Per Class
65908	AFTER HOURS FEE	0	None	0	None	CINTS		$	[redacted]	Per Class

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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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:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Schaefer Plastics North America, LCC for 793 96 gallon trash containers for garbage collection.

General fund.

Amount of Contract:

$47,998.84

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

ATTACHMENTS:

Description	Type	Upload Date
20220720 Schaefer Agenda Package POs	Cover Memo	7/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:45 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
11012	2022	(2090B) GARBAGE COLLECTION	793 96 GAL TRASH CONTAINERS (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$47,998.84	(297915) SCHAEFER PLASTICS NORTH AMERICA, LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00011012-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC 10301 WESTLAKE DRIVE CHARLOTTE, NC 28273 Tel#704-944-4500	PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605
	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
06/29/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- QUOTE # 020983-1 HGAC CONTRACT# RC01-21			
001	TRASH CONTAINER, 96 GALLON, NESTABLE, BODY COLOR -SANDSTONE, LID COLOR BLACK -, BODY HOT STAMP ON BOTH SIDES (EXISTING) IN WHITE WITH CITY LOGO, WHEELS - 10 INCH SUNBURST, CUSTOMER SERIAL NUMBER HOT STAMPED ON FRONT OF CART BODY IN WHITE, 2/3 ASSEMBLED WITH LID (DOWN), STOP BAR AND AXLE COMPONENTS, 96 GALLON, UNIVERSAL NESTABLE CART NIPA. VENDOR PROVIDING: 95Q000 - USD95Q 95 GALLON BAR CART: STANDARD COLOR BODY AND LIG (BODY- SANDSTONE, LID- BLACK) 10" PLASTIC WHEELS BODY HOT STAMP (ARTWORK TO BE APPROVED PRIOR TO PRODUCTION) HOT STAMP PLATE - ONE TIME FEE **WAIVED** CARTS ARE TO HAVE THE FOLLOWING : LID: ON SIDE FACING THE STREET TO HAVE THE WORDS “CITY SERVICES CALL 311”. ON THE LID, BACK TOWARDS THE RESIDENT WILL BE THE WORDS “TO STREET” WITH 2 ARROWS POINTING TO THE STREET	793.00 EACH	57.88000	45898.84

Bill To	Requisition 00011012-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	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
06/29/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	EITHER SIDE OF THE WORDS. ALL WORDS AND ARROWS ON LID TO BE WHITE FRONT OF THE CART BODY TO HAVE THE WORDS “TO THE STREET” IN WHITE. TO HAVE RFID CHIP IN HANDLE. AS PER HGAC CONTRACT #RCO1-21 AND YOUR QIUOTE DATED 3-9-2022			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			45898.84
	Ship To PUB WORKS - TRASH 1900 HURTEL STREET BEFORE 2:30 PM MOBILE, AL 36605			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	FREIGHT	1.00 EACH	2100.00000	2100.00
	Vendor Item Inventory Item/Loc 14009			
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			2100.00

Bill To	Requisition 00011012-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 3

Vendor
SCHAEFER PLASTICS NORTH AMERICA, LLC
10301 WESTLAKE DRIVE

CHARLOTTE, NC 28273

Tel#704-944-4500

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

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
06/29/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS - TRASH
1900 HURTEL STREET
BEFORE 2:30 PM
MOBILE, AL 36605

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 47998.84

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020.	47998.84	982053.81
SANITATION EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	06/13/22	KINA ANDREWS	
Approved	06/13/22	JAMES DELAPP	Auto approved by: 910515803
Approved	06/29/22	KINA ANDREWS	
Approved	06/29/22	JAMES DELAPP	Auto approved by: 910515803
Rejected	06/16/22	JOHN PAINE	uote needs to reflect new stan
Approved	07/20/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	07/20/22	DONALD ROSE	Auto approved by: 9105paij

Bill To	Requisition 00011012-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SCHAEFER PLASTICS NORTH AMERICA, LLC	PUB WORKS - TRASH
10301 WESTLAKE DRIVE	1900 HURTEL STREET
	BEFORE 2:30 PM
	MOBILE, AL 36605
CHARLOTTE, NC 28273	
Tel#704-944-4500	
	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
06/29/22	297915				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 07/20/22 SANDRA LEWIS		Auto approved by: 9105paij	
	Approved 07/20/22 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

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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 Schaefer Systems International, Inc., hereinafter referred to as the Contractor, having its principal place of business at 10021 Westlake Drive, Charlotte, NC 28273.

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 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: 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 4: 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.

ARTICLE 5: SCOPE OF SERVICES

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The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Jan 01 2021 and ends Dec 31 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 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: 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 15 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 9: 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 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, 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 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 11: 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 12: 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

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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.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: 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 14: CHANGES 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.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

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*

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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) lf 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.

ARTICLE 16: 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 17: 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 18: 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.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. 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)

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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 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 20: 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 21: 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 notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: 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

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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 23: 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 24: 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.

ARTICLE 25: 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 26: 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 27: 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.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Schaefer Systems International, Inc.

Signature

Name Brett Belda

Title Vice President of Sales

Date 12/29/2020

H-GAC

Signature

Name Chuck Wemple

Title Executive Director

Date 1/4/2021

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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,

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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.*

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

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Aggregate limit of at least two times the Single Occurrence limit.

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.

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**.

b. 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.

c. 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.

d. 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.

e. **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: 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: 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

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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.

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Attachment A
Schaefer Systems International, Inc.
Refuse and Recycling Containers & Lifters
Contract No.: RC01-21

H-GAC Product Code	Item Description	Offered Price	Minimum Qty
RC21A96	**Schaefer Systems International, Inc.** GMT120 32-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 52.25	100
RC21A97	**Schaefer Systems International, Inc** USD65M 65-gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 47.50	104
RC21A98	**Schaefer Systems International, Inc.** USD95Q 95-gallon capacity residential rollout cart; universal dumping design, injection molded, steel lower bar, 10" quick-release plastic wheels	$ 50.25	110
RC21A99	**Schaefer Systems International, Inc.** GMT240 64-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 56.25	110
RC21D65	**Schaefer Systems International, Inc.** GMT140 38-gallon capacity European-style refuse/recycling container, injection molded, 8" rubber wheels	$ 54.25	104
RC21D89	**Snyder Industries** 40 Gallon ECO-Tainer - 40 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic resin is a class 2 recyclable resin. Base can be weighted up to 75 lbs, (10) standard colors.	$ 450.00	6
RC21D90	**Snyder Industries** 58 Gallon ECO-Tainer - 58 gallon capacity waste receptacle, lid has 4 openings for manual disposal, side load automated or manual unloading, double wall design, Rotational molded HDPE plastic resin, HDPE plastic is a class 2 recyclable plastic, Base can be weighted up to 75 lbs, (10) standard colors.	$ 575.00	6
RC21D91	**Snyder Industries** 200G - 200 gallon (0.992 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial container, side load application, molded-in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 200.00	10
RC21D92	**Snyder Industries** 300G - 300 gallon (1.485 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin, commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors	$ 225.00	10
RC21D93	**Snyder Industries** 450G - 450 gallon (2.228 Cu Yd^3) capacity can. Rotationally molded HDPE plastic resin,commercial/industrial, side load application, molded in tabs for unloading, HDPE plastic resin is a class 2 recyclable plastic, (10) standard colors.	$ 300.00	10
RC21F37	**Schaefer Systems International, Inc.** USD35B 35 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 8" wheels.	$ 39.50	108
RC21F38	**Schaefer Systems International, Inc** USD65B 65 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" wheels.	$ 49.00	104
RC21F39	**Schaefer Systems International, Inc** USD95B 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 12" wheels.	$ 56.25	100
RC21F40	**Schaefer Systems International, Inc** USD65C 65-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 10" plastic wheels	$ 49.00	104
RC21F41	**Schaefer Systems International, Inc.** USD95C 95-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 12" plastic wheels	$ 56.25	105
RC21F42	**Schaefer Systems International, Inc** USD95M 95 gallon capacity residential rollout cart; universal dumping design, injection molded, rotating lower steel bar, 10" quick-release plastic wheels	$ 50.25	105
RC21G105	**Schaefer Systems International, Inc.** GMT360 96-gallon capacity European-style refuse/recycling container, injection molded, 12" rubber wheels	$ 72.50	100

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RC21G106	**Snyder Industries** 70/30 Lid - fits on 200-300-450 Gallon Cans. Two piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts, front lid is single wall design, bi-lingual instructions molded into plastic. (10) standard colors.	$ 125.00	10
RC21G107	**Snyder Industries** 50/50 Lid - fits on 200-300-450 Gallon Cans. Three piece lid. Rotationally molded HDPE plastic resin, commercial/industrial, (4) molded in hinge brackets, (4) plastic pins with clips, (8) lid mounting bolts, washers, and locking nuts. Front lids are double wall design. (10) Standard colors.	$ 165.00	10
RC21H127	**Schaefer Systems International, Inc.** USD35C 35-gallon capacity resident rollout cart with Euro/Comb lifter, injection molded, no lower lift bar, 8" plastic wheels	$ 39.50	108
RC21H128	**Schaefer Systems International, Inc.** WISTAROne® Handheld RFID Reader	$ 875.00	1
RC21H129	**Schaefer Systems International, Inc.** WISTAROne® Service Verificaton Equipment - RFID Truck System w/ In-Cab Display - Per Truck Cost	$ 4,200.00	1
RC21H130	**Schaefer Systems International, Inc** WISTAROne® Monthly Data Subscription for Handheld Scanner &/or RFID Truck System (Minimum 1-Year Subscription)	$ 60.00	12 MONTHS
RC21H131	**Schaefer Systems International, Inc** WISTAROne® Asset Management Only Annual Subscription - 1-Year Subscription	$ 3,600.00	12 MONTHS

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Schaefer Systems International, Inc.

2 Business name/disregarded entity name, if different from above

Schaefer Plastics North America, LLC

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

10301 Westlake Drive

Requester's name and address (optional)

6 City, state, and ZIP code

Charlotte, NC 28273

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	2	–	1	8	5	1	8	6	1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** Max Heller **Date ▶** 5/12/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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:8/2/2022

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman Cory Penn

Purpose and Scope of Project:

To accept a contract with Thompson Engineering, Inc.

Amount of Contract:

$50,100.00

Funding Source

Project # C0722 **Discretionary Funds**

Project String 20002000-48020 **Contract Number:**3903

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Construction engineering and inspection	Cover Memo	7/18/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	7/18/2022 - 10:45 AM
Capital	Rhodes, Brenda	Approved	7/18/2022 - 3:27 PM
Legal	Kern, Chris	Approved	7/20/2022 - 11:44 AM
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:46 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Wolf Ridge/BeauTerra Sidewalks; COM Project #2022-3005-07 (D1)

PROJECT # C0722 **DATE OF RECEIPT** _____

PROJECT DESCRIPTION Professional Engineering Services

CONTRACT AMOUNT $50,100.00

VENDOR NAME Thompson Engineering, Inc.

VENDOR NUMBER 203598

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**___; 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** 07/18/2022

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilman Corey Penn

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:	Thompson Engineering, Inc.
Project Name:	Wolf Ridge/BeauTerra Sidewalks (D1) COM Project No. 2022-3005-07
Estimated Cost:	$50,100.00
Adopted:	

_____
City Clerk

MOBILE
ALABAMA

WOLF RIDGE/BEAU TERRA SIDEWALKS

PROJECT NO. 2022-3005-07

ENGINEER:

THOMPSON ENGINEERING, INC.

MOBILE
ALABAMA

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **Thompson Engineering, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean the executed documents comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **Thompson Engineering, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for any Task and/or Phase as set out in Section III.

PROJECT – Wolf Ridge/Beau Terra Sidewalks, City of Mobile Project No. 2022-3005-07. This is for engineering design and construction inspection of sidewalks along Wolf Ridge Rd. in front of Beau Terra Subdivision, connection from Stanford Rd. to existing sidewalk just north of Moffett Rd. (See Exhibit A for approximate locations). **The professional engineering design services may include survey, design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - 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, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER 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 ENGINEER. 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 ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases/Tasks:

- Design Phase
    1. Topographic Survey
    2. Preliminary Engineering
    3. Final Engineering
- Pre-Bid to Pre-Construction Phase
    1. Bidding Assistance
- Construction Phase
    1. Construction Administration and Quality Assurance Services
- Additional Services

A. DESIGN PHASE

1. General

    a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

    b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

    a. Obtain existing mapping, drainage system records, easement/right of way records and/or other relevant PROJECT records/documents.

    b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

    c. Omit

    d. Omit.

    e. Provide cost estimates and alternatives for construction of the PROJECT.

    f. Plans shall be provided to each utility at this time. Copy the CITY on all correspondence.

g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed the PROJECT ENGINEER.

i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed within the survey limits.

k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The the PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans.

m. Identify all permits required by federal, state and local agencies in order to complete the PROJECT.

n. Omit

o. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

   a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. Layout of sidewalk along Wolf Ridge Service Road may be shown on GIS mapping. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

   b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.

   c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.

   d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.

   e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.

   f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

   a. Right of Way and Easement Surveys

      (1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

      (2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all

corners and break points and other locations specified by the CITY ENGINEER.

b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than eight (8) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

(1) Existing right of way, easements (temporary and permanent) and property lines.

(2) Edge of existing and proposed roadway, sidewalk and channel improvements.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 100% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include preliminary engineering for up to three (3) alternate desings for a pedestrian culvert crossing, as well as concrete sidewalks and tree removal. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the west right-of-way of Wolf Ridge Rd., and an area of at least five (5) feet in width adjacent to the PROJECT. The survey shall include all relevant area needed to design the pedestrian crossing over the culvert. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and

specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at two (2) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

   (1) **Preliminary Engineering Submittal** (approximately 30% completion) shall be made **Eight (8) weeks** after the Notice to Proceed is received by the ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for each proposed alternate design shall include: preliminary alignment, preliminary drainage evaluation, design parameters, topographic information, preliminary cost estimate, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

   (2) **Final Engineering Submittal** (approximately 100% completion) shall be made **Eight (8) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, bid documents will be submitted for the selected alternate. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. All pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated. If requested, a "Plan-in-Hand" on-site review of the work should be made prior to this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. A final review shall be made by the CITY ENGINEER prior to bidding where the review comments from the Final Engineering Submittal (100%) must be addressed and incorporated.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION PHASE

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of,

the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER 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 ENGINEER. 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 ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. If required, the CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. Omit

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall provide written notification to the CONTRACTOR indicating the acceptance date for PROJECT maintenance. A copy of the said notification will be provided to the CITY ENGINEER.

4. Progress Review

a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work

can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer

shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. 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. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C, in accordance with the Disbursement Schedule in Exhibit D, and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed $13,900.00 (Thirteen Thousand Nine Hundred Dollars and Zero Cents).

   b. Based on the results of the 30% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $9,100.00 (Nine Thousand One Hundred Dollars and Zero Cents). Payment for work performed in Section III.B of this

CONTRACT shall not exceed $3,600.00 (Three Thousand Six Hundred Dollars and Zero Cents).

c. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III of this Agreement shall not exceed $45,100.00 (Forty-Five Thousand One Hundred Dollars and Zero Cents).

d. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $50,100.00 (Fifty Thousand One Hundred Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER 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 ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER 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 ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER 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 ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER 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.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

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

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

3. 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 ENGINEER.

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.

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and 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, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. 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.

CITY OF MOBILE, A Municipal Corporation

By: _____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print: _____

THOMPSON ENGINEERING, INC.

By: _____

Print: MATTHEW ROGERS

Its: SENIOR ENGINEER

Address: 2970 COTTAGE HILL ROAD, SUITE 190
MOBILE AL 36606

Telephone: 251-666-2443

STATE OF ALABAMA
CITY OF MOBILE

I, Stephanie Ivey McAleer, a Notary Public in and for said State and County, hereby certify that Matthew Rogers, whose name as Senior Engineer of Thompson Engineering, 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 7th day of July, 2022

_____
NOTARY PUBLIC

STEPHANIE IVEY McALEER NOTARY PUBLIC STATE AT LARGE ALABAMA

My Commission Expires: _____

Notary Public State of Alabama
My Commission Expires: 12/7/2022
Bonded Thru U.S. Specialty Insurance Company

EXHIBIT A: PROJECT LOCATION

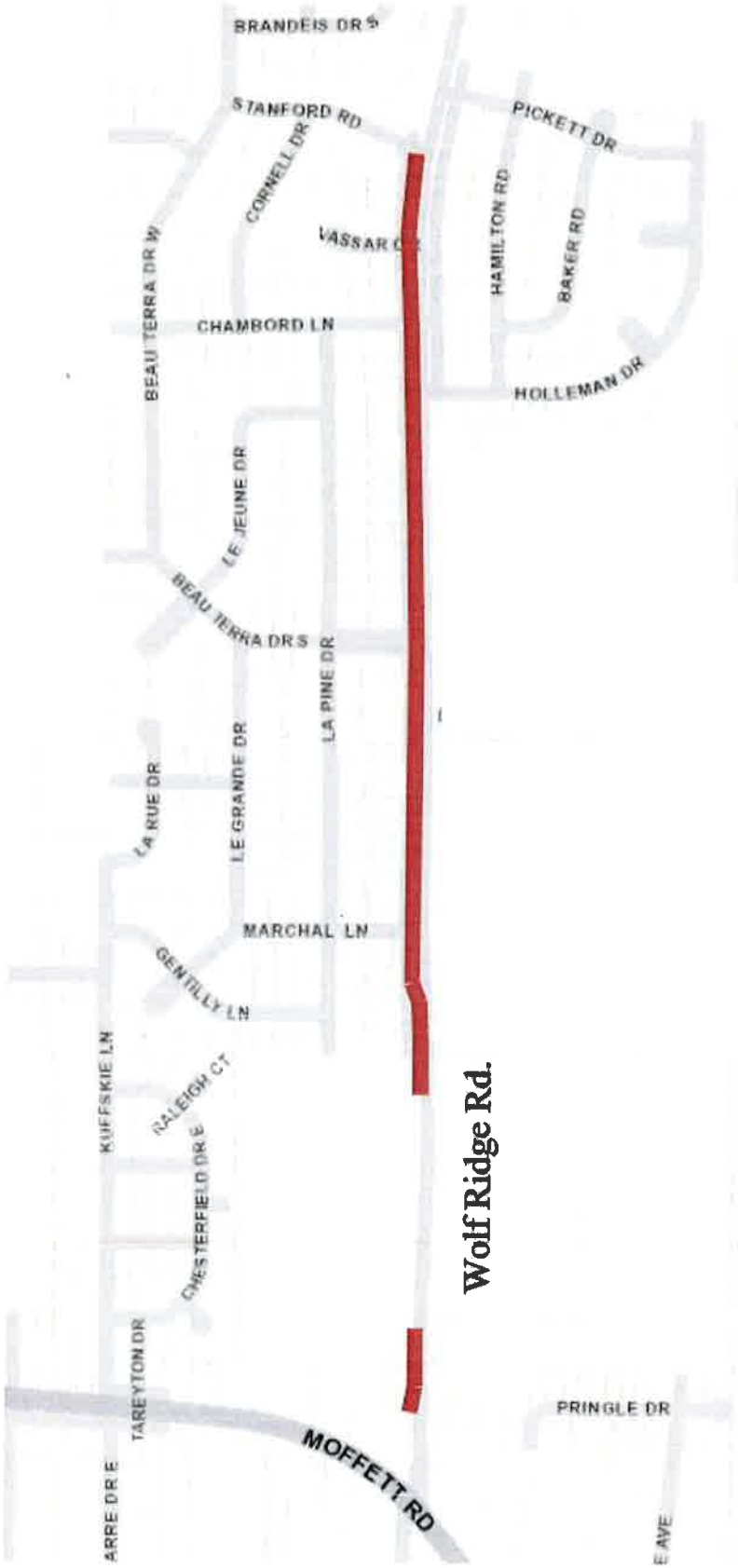

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **WOLF RIDGE/BEAU TERRA SIDEWALKS,** City of Mobile Project No. **2022-3005-07.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (Design Phase, Pre-Bid to Pre-Construction Phase, and Construction Phase) to be paid the ENGINEER shall not exceed $50,100.00 **[Fifty Thousand One Hundred Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: ENGINEER'S SUMMARY OF HOURLY RATES

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	$285.00/hr.
Principal Engineer II (code 008)	$265.00/hr.
Principal Engineer I (code 005)	$205.00/hr.
Senior Engineer III (code 052)	$187.00/hr.
Senior Engineer II (code 051)	$182.00/hr.
Senior Engineer I (code 050)	$170.00/hr.
Project Engineer III (code 152)	$151.00/hr.
Project Engineer II (code 151)	$125.00/hr.
Project Engineer I (code 150)	$113.00/hr.
Engineering Associate III (code 201)	$110.00/hr.
Engineering Associate II (code 200)	$105.00/hr.
Engineering Associate I (code 260)	$95.00/hr.

Scientist / Geologist

Principal Scientist (code 311)	$164.00/hr.
Senior Scientist (code 115)	$136.00/hr.
Staff Scientist III (code 165)	$119.00/hr.
Staff Scientist II (code 215)	$103.00/hr.
Staff Scientist I (code 270)	$88.00/hr.

Designer / Drafter

Senior Designer III (code 658)	$126.00/hr.
Senior Designer II (code 657)	$115.00/hr.
Senior Designer I (code 656)	$96.00/hr.
Designer III (code 654)	$88.00/hr.
Designer II (code 652)	$85.00/hr.
Designer I (code 651)	$73.00/hr.

Technician

Senior Materials Specialist (code 515)	$130.00/hr.
Materials Specialist (code 514)	$97.00/hr.
Senior Technician (code 506)	$85.00/hr.
Technician III (code 503)	$68.00/hr.
Technician II (code 502)	$63.00/hr.
Technician I (code 501)	$57.00/hr.

Inspectors

Senior Inspector (code 706)	$88.00/hr.
Inspector II (code 702)	$72.00/hr.
Inspector I (code 701)	$57.00/hr.

Specialist

Senior Specialist (code 399)	$131.00/hr.
Staff Specialist III (code 299)	$113.00/hr.
Staff Specialist II (code 351)	$93.00/hr.
Staff Specialist I (code 271)	$77.00/hr.
Field Assistant (code 500)	$58.00/hr.

Project Manager

Principal Project Manager (code 001)	$201.00/hr.
Senior Project Manager (code 112)	$163.00/hr.
Project Manager (code 162)	$124.00/hr.
Project Coordinator II (code 250)	$108.00/hr.
Project Coordinator I (code 252)	$81.00/hr.

Consultant (Roofing, Safety, etc.)

Principal Consultant (code 002)	$198.00/hr.
Registered Consultant (code 307)	$171.00/hr.
Senior Consultant (code 313)	$147.00/hr.
Project Consultant (code 309)	$124.00/hr.
Staff Consultant II (code 357)	$113.00/hr.
Staff Consultant I (code 359)	$97.00/hr.

Surveyor

Professional Land Surveyor II (code 604)	$147.00/hr.
Professional Land Surveyor I (code 605)	$124.00/hr.
Drone Data Processor (code 601)	$124.00/hr.
Drone Pilot (code (602)	$104.00/hr.
Surveyor, Party Chief (code 603)	$102.00/hr.
Surveyor, Instrument Man (code 606)	$68.00/hr.
Surveyor, Rodman (code 607)	$57.00/hr.

Administrative

Documentarian II (code 797)	$81.00/hr.
Documentarian I (code 798)	$74.00/hr.
Administrative Assistant II (code 799)	$65.00/hr.
Administrative Assistant I (code 800)	$57.00/hr.

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase:

Topographic Survey $3,400.00

Preliminary Engineering (30%).....$10,500.00

Final Engineering (100%).....$9,100.00

Pre-Bid to Pre-Construction Phase:

Bidding Assistance $3,600.00

Construction Phase:

Construction Administration and QA Services.....$18,500.00

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services $ 50,100.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/11/2022

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
BXS Insurance
P.O. Drawer 228
Biloxi MS 39533

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 228-374-2000 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@bxsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley Insurance Company, Inc.	37540
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C : National Fire Insurance Co of Hartford	20478
INSURER D : Valley Forge Insurance Company	20508
INSURER E : Transportation Insurance Company	20494
INSURER F :	

INSURED THOMINC-03
Thompson Engineering Inc.
2970 Cottage Hill Rd Ste 190
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** 1731777729 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	2097385700	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	2097385745	1/1/2022	1/1/2023	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 $ 10,000			CUP8S42687022NF	1/1/2022	1/1/2023	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	2097385843	1/1/2022	1/1/2023	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
A	Professional Liability			C1D697220601	1/1/2022	1/1/2023	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NOTE: USL&H Coverage included under the workers compensation coverage, states included are:
States: AL, FL, GA, IA, LA, MS, NY, NC, OK, OR, SC, TN, TX

NOTE: Umbrella policy is follow form the GL, AL and EL policies above.
RE: PROJECT – Wolf Ridge/Beau Terra Sidewalks, City of Mobile Project No. 2022-3005-07.
The City of Mobile, its officials and employees, both in their official and individual capacities, and their agents and servants are named as additional insureds on the General Liability and Auto Liability policies when required by written contract. A Waiver of Subrogation is also provided on all policies when required by written contract.

CERTIFICATE HOLDER
City of Mobile
P. O. Box 1827
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
Tony P. Lacy

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IMPORTANT NOTICE ABOUT HOLD HARMLESS AND INDEMNIFICATION AGREEMENTS

While insurance policies may respond to certain contractual assumption of liability or responsibility (Hold Harmless/Indemnification Agreements/Clauses), such policies are not broad enough to transfer or fund all assumed exposures. In addition, insurance policies have monetary limits that apply to covered claims. Our receipt of hold harmless/indemnification agreements and issuance of certificates of insurance is not validation that all conditions of the hold harmless/indemnification agreement have been met. Most assumption of risk agreements/clauses are broader than the terms and conditions of insurance policies.

IMPORTANT NOTICE ABOUT AUTOMATIC STATUS ADDITIONAL INSUREDS/WAIVERS

The certificate of insurance may represent that Additional Insured &/or Waiver status is included when required by written contract. In order for Additional Insured &/or Waiver status to be triggered in this case, there must be a written and executed contract between the insured and the person(s) or organization(s) for which Additional Insured &/or Waiver status is required.

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

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 _____for _____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_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

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: Thompson Engineering, Inc.	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION: Wolf Ridge/Beau Terra Sidewalks 2022-3005-07		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)
$ 50,100.00				
$	$	$	$	

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)
Adams-Morales Consulting	Quality Control / Quality Assurance	$ 7,500.00	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
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)

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, 5th Floor

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

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

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

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

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

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

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

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, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Thompson Engineering, Inc.
Address	2970 Cottage Hill Rd #190, Mobile, AL 36606
Telephone	(251) 666-2443
E-Mail	

RFP/RFQ Solicitation Number	
Project Description	Wolf Ridge/Beau Terra Sidewalks 2022-3005-07
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 238 Female 50 Minority 35 Non-minority 253 SDVO _____ Total #of Employees 288

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Matthew C. Rogers, P.E.

Signature: _____ Date: 7/11/2022

Title: Municipal & Utility Team Lead

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: Matthew C. Rogers, P.E. Title: Municipal & Utility Team Lead

Email: mrogers@thompsonengineering.com Phone: (251) 459-3943

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, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Thompson Engineering, Inc Your Bid/Proposal Amount $ 50,100.00 Date: 7/11/2022

_____/ _____/_____ Description_____

Name of Bidder/Proposer: Thompson Engineering, 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
Adams-Morales Consulting, LLC	251.510.7474	Quality Control / Quality Assurance	$7,500.00	15%	Yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: Thompson Engineering, Inc.

Contact Person: _____ Phone_____ Email_____

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

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

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

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

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

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ 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. _____

_____

_____

Company ID Number:571783 Client Company ID Number:1426448

THE E-VERIFY

MEMORANDUM OF UNDERSTANDING

FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I

PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Thompson Holdings, Inc (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. Section 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II

RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
    A. Notice of E-Verify Participation
    B. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.
4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    A. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.
    B. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

    Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

    A. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

    B. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. Section 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate

the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. Section 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.
21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.
2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer

can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.
4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.
    A. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.
    B. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.
5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.
6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.
7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.
8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.
9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.
10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability
11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.
12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.
13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.
14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.
15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.
16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the

prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

    A. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    B. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

    C. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

    D. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

    E. The Employer may use a previously completed Form I-9 as the basis for creating anE-Verify case for an employee assigned to a contract as long as:

        i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

F. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

G. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. Section 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

A. Automated verification checks on alien employees by electronic means, and

B. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as

an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to

contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
    A. Scanning and uploading the document, or
    B. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV

SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its

participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.
5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI

PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Thompson Holdings, Inc (Employer) hereby designates and appoints Chacyra Lloyd (E-Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer Thompson Holdings, Inc	
Name (Please Type or Print) Chad Brown	Title
Signature Electronically Signed	Date July 03, 2019
E-Verify Employer Agent Paylocity Corporation	
Name (Please Type or Print) Chacyra Lloyd	Title
Signature Electronically Signed	Date July 03, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date July 03, 2019

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

Company ID Number:571783 Client Company ID Number:1426448

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	5
Tennessee	5
Florida	2
Mississippi	2
Georgia	1
Louisiana	3
North Carolina	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Chad Brown
Phone Number	(251) 510-3156
Fax Number	
Email Address	cbrown@thompsonengineering.com

Name	Bill Morgan
Phone Number	(251) 518-6299
Fax Number	
Email Address	bmogan@thompsonengineering.com

Name	Edna Lugo
Phone Number	(251) 525-0227
Fax Number	
Email Address	elugo@thompsonengineering.com

EXHIBIT H: ENGINEER'S PROPOSAL

thompson
ENGINEERING

June 29, 2022

City of Mobile Engineering Department
205 Government Street, 3rd Floor South Tower
Mobile, Alabama 36644

Attention: Nick Amberger, P.E.

Subject: Proposal for Engineering Services
Wolf Ridge Road Pedestrian Improvements
Thompson Proposal No.: 22-2130-19

Nick,

Thompson Engineering, Inc. (Thompson) is pleased to provide this proposal to provide engineering design and construction administration services for the above referenced project. The proposal herein addresses the services to be provided by Thompson and proposed fee required to complete the scope of work.

Project Understanding

In accordance with our conversations, we understand the City of Mobile would like to improve pedestrian access along Wolf Ridge Road, specifically the area to the north and south of Elysian Memorial Park. The southern area will include approximately 250 LF of sidewalk to connect Elysian Memorial Park to the convenience store at the intersection of Wolf Ridge Road and Moffett Road. The northern area will include approximately 1,900 LF of sidewalk to provide pedestrian access between Elysian Memorial Park and S Beau Terra Drive. It should be noted that the proposed sidewalk in this northern area will have to accommodate the existing drainage patterns along Wolf Ridge Road.

Task 1 – Topographic Survey

Limited topographic survey would be acquired near the existing culvert between Elysian Memorial Park and Marchal Lane. This would be limited to the area along the western side of Wolf Ridge Road between the existing Right of Way and edge of pavement. This will also include invert elevations on each side of the culvert and limited ground shots outside of the Right of Way to determine the extent of any fill slopes that may be required. Underground utilities marked by others will be surveyed and shown on the drawings.

Task 2 – Preliminary Engineering

Thompson will provide preliminary engineering services for the design of a 5-foot wide sidewalk along the areas noted above with up to three design alternates for the culvert crossing. The first alternate will utilize a closed drainage system to accommodate pedestrian access across the existing culvert under Wolf Ridge Road. The second alternate will utilize a pre-manufactured pedestrian bridge to accommodate the existing drainage. At the City's discretion, a third alternate may be developed as other ideas are discussed.

Further alternates would be considered additional services and would be developed on a time and materials basis as noted below under Task 6. The proposed sidewalk locations will be shown based on GIS level information and may be field adjusted during construction. A preliminary cost estimate will be developed for each design alternate in addition to preliminary drawings.

Task 3 – Final Engineering

Based on the City's recommendations in response to Task 2, Thompson will proceed with final engineering design for the preferred alternate. Comments from the preliminary submittal will be addressed and included in a final submittal to the City. Contract documents and specifications will be submitted at this time with an engineer's cost estimate. Final construction plans will include the following sheets:

- Title Sheet
- Plans Legend
- General Notes
- Typical Sections
- Special Detail Sheets
- Quantity Sheets
- Plan/Profile Sheets
- Erosion and Traffic Control Plan

Assumptions/Exclusions

- It is assumed that an extension of the existing box culvert would utilize ALDOT standard drawings.
- It is assumed that the total acreage of disturbance for this project will be less than once acre and an ADEM NPDES permit will not be required.
- A wetland delineation is not included in this scope of services.
- Geotechnical engineering services are not included at this time.

Task 4 – Bidding Assistance

After the bid package has been administratively approved, an invitation for bids will be advertised by the City. During the bid period and up to the notice of award to the successful bidder, Thompson shall provide the following services:

- Assisting the City in replying to questions from prospective bidders and preparing/distributing addenda as necessary.
- Verifying that a prospective bidder possesses a license with the State of Alabama Licensing Board for General Contractors with the proper classification as stipulated in the advertisement for bids.
- Attend the pre-bid meeting and the bid opening. He should bring several copies of a list of the prospective bidders with a space provided to record their bid. The project number, project description, date, time of bid opening, and engineer's estimate of cost should be indicated on this list.
- Review the bids to assure proper bid bonds and check for unbalanced bidding. Within two working days after the bid date, the engineer shall submit a tabulation of all bidders to the City. They shall also submit their recommendation to award to the contractor submitting the lowest responsive bid meeting all required specifications. The bid tabulation shall be signed by the engineer. The engineer shall return all bid documents, including envelopes, to the City along with the recommendation letter.
- Upon notification of award of bid by the City, the engineer shall prepare four bound sets of contract documents, using copies of the proposal from the low bidder's bid document, and supply

them to the contractor. The contractor shall execute, without dating, and return these documents to the engineer within (15) calendar days of presentation to the contractor. The engineer should then check these documents for proper bonding and insurance certificates and proper signatures. When all documents are in order, the engineer should submit all four copies of the Contract Documents to the City for execution.

Assumptions/Exclusions

- The cost for the advertisement is not included in this proposal.

Task 5 – Construction Administration and Quality Assurance Services

Construction Administration and Quality Assurance services will be performed on a Time and Materials basis with a Not to Exceed limit as noted below. These services will include the review of shop drawings, responding to RFIs, and daily site visits during construction observations.

Task 6 – Additional Services

Services not listed in the Scope of Work will be performed on a Time and Material basis in accordance with Thompson current Schedule of Fees. Additional services will not be undertaken without prior written approval by the City Engineer. Similarly, additional fees, if required (beyond the value shown below), shall be performed under a subsequent task order.

Summary of Cost and Professional Services Fees

Adams-Morales Consulting, LLC, a certified Woman Owned Small Business (WOSB) and Women's Business Enterprise (WBE) will be a sub-consultant to Thompson providing Quality Assurance and Bidding Assistance.

Professional fees for performance of the scope of services described above are based on a Time and Materials, Not to Exceed basis in accordance with our Standard Fee Schedule and are estimated to total $50,100.00. The corresponding break down of fees for the services described herein are as follows:

Professional Service	Fee
Task 1 – Topographic Survey	$3,400.00
Task 2 – Preliminary Engineering	$10,500.00
Task 3 – Final Engineering	$9,100.00
Task 4 – Bidding Assistance	$3,600.00
Task 5 – Construction Administration and Quality Assurance Services	$18,500.00
Task 6 – Additional Services	$5,000.00
Total	$50,100.00

Work will begin after notice to proceed is provided to Thompson. Schedule for completion will be coordinated with the City of Mobile Engineering Department. If you have any questions or need additional clarification, please let us know.

Sincerely,
THOMPSON ENGINEERING

Matthew C. Rogers, P.E.
Municipal & Utility Team Leader

Adam C. Jackson, P.E.
Senior Engineer

Fee Proposal Summary

Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson
ENGINEERING

Professional Services:	Fee:
Task 1 - Topographic Survey	$ 3,400.00
Task 2 - Preliminary Engineering	$ 10,500.00
Task 3 - Final Engineering	$ 9,100.00
Task 4 - Bidding Assistance	$ 3,600.00
Task 5 - Construction Administration and Quality Assurance	$ 18,500.00
Task 6 - Additional Services	$ 5,000.00
PROFESSIONAL SERVICES TOTAL =	**$ 50,100.00**

Fee Proposal For Professional Services

Task 1 - Topographic Survey
Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson ENGINEERING

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Task 1 - Topographic Survey	Senior Engineer III (code 052)	Hour		$187.00	$0.00
	Senior Engineer I (code 050)	Hour		$170.00	$0.00
	Engineering Associate II (code	Hour		$105.00	$0.00
	Engineering Associate I (code	Hour		$95.00	$0.00
	Technician I (code 501)	Hour		$57.00	$0.00
	Professional Land Surveyor II	Hour	2	$147.00	$294.00
	Professional Land Surveyor I (	Hour	2	$124.00	$248.00
	Surveyor, Party Chief (code 6(	Hour	10	$102.00	$1,020.00
	Surveyor, Instrument Man (c(	Hour	10	$68.00	$680.00
	Senior Designer II (code 657)	Hour	8	$115.00	$920.00
				SUB-TOTAL =	**$3,162.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Subcontractors					$0.00
					$0.00
					$0.00
				+ 10% Markup	$0.00
				SUB-TOTAL =	**$0.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Travel Expenses	Automobile mileage	Mile	15	$0.67	$10.05
	Truck	Day	1	$75.00	$75.00
	GPS	Day	1	$100.00	$100.00
	Robot	Day	1	$100.00	100.00
				SUB-TOTAL =	**$285.05**

TOTAL FEE FOR TASK 1 = $3,400.00

Fee Proposal For Professional Services

Task 2 - Preliminary Engineering
Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson ENGINEERING

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Task 2 - Preliminary Engineering	Senior Engineer III (code 052)	Hour	2	$187.00	$374.00
	Senior Engineer I (code 050)	Hour	12	$170.00	$2,040.00
	Engineering Associate II (code	Hour	8	$105.00	$840.00
	Engineering Associate I (code	Hour	28	$95.00	$2,660.00
	Technician I (code 501)	Hour	28	$57.00	$1,596.00
	Professional Land Surveyor II	Hour		$147.00	$0.00
	Professional Land Surveyor I (	Hour		$124.00	$0.00
	Surveyor, Party Chief (code 6(	Hour		$102.00	$0.00
	Surveyor, Instrument Man (c(	Hour		$68.00	$0.00
	Senior Designer II (code 657)	Hour		$115.00	$0.00
				SUB-TOTAL =	**$7,510.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Subcontractors	Adams-Morales Consulting	LS	1	$2,750.00	$2,750.00
					$0.00
					$0.00
				+ 10% Markup	$275.00
				SUB-TOTAL =	**$3,025.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Travel Expenses	Automobile mileage	Mile		$0.67	$0.00
	Truck	Day		$75.00	$0.00
	GPS	Day		$100.00	$0.00
	Robot	Day		$100.00	0.00
				SUB-TOTAL =	**$0.00**

TOTAL FEE FOR TASK 2 = $10,500.00

Fee Proposal For Professional Services

Task 3 - Final Engineering
Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson ENGINEERING

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Task 3 - Final Engineering	Senior Engineer III (code 052)	Hour	2	$187.00	$374.00
	Senior Engineer I (code 050)	Hour	8	$170.00	$1,360.00
	Engineering Associate II (code	Hour	4	$105.00	$420.00
	Engineering Associate I (code	Hour	24	$95.00	$2,280.00
	Technician I (code 501)	Hour	28	$57.00	$1,596.00
	Professional Land Surveyor II	Hour		$147.00	$0.00
	Professional Land Surveyor I (	Hour		$124.00	$0.00
	Surveyor, Party Chief (code 6(	Hour		$102.00	$0.00
	Surveyor, Instrument Man (co	Hour		$68.00	$0.00
	Senior Designer II (code 657)	Hour		$115.00	$0.00
				SUB-TOTAL =	**$6,030.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Subcontractors	Adams-Morales Consulting	LS	1	$2,750.00	$2,750.00
					$0.00
					$0.00
				+ 10% Markup	$275.00
				SUB-TOTAL =	**$3,025.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Travel Expenses	Automobile mileage	Mile		$0.67	$0.00
	Truck	Day		$75.00	$0.00
	GPS	Day		$100.00	$0.00
	Robot	Day		$100.00	0.00
				SUB-TOTAL =	**$0.00**

TOTAL FEE FOR TASK 3 = $9,100.00

Fee Proposal For Professional Services

Task 4 - Bidding Assistance
Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson ENGINEERING

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Task 4 - Bidding Assistance	Senior Engineer III (code 052)	Hour	0	$187.00	$0.00
	Senior Engineer I (code 050)	Hour	4	$170.00	$680.00
	Engineering Associate II (code	Hour	0	$105.00	$0.00
	Engineering Associate I (code	Hour	8	$95.00	$760.00
	Technician I (code 501)	Hour	0	$57.00	$0.00
	Professional Land Surveyor II	Hour		$147.00	$0.00
	Professional Land Surveyor I (	Hour		$124.00	$0.00
	Surveyor, Party Chief (code 6(	Hour		$102.00	$0.00
	Surveyor, Instrument Man (c(	Hour		$68.00	$0.00
	Senior Designer II (code 657)	Hour		$115.00	$0.00
				SUB-TOTAL =	**$1,440.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Subcontractors	Adams-Morales Consulting	LS	1	$2,000.00	$2,000.00
					$0.00
					$0.00
				+ 10% Markup	$200.00
				SUB-TOTAL =	**$2,200.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Travel Expenses	Automobile mileage	Mile		$0.67	$0.00
	Truck	Day		$75.00	$0.00
	GPS	Day		$100.00	$0.00
	Robot	Day		$100.00	0.00
				SUB-TOTAL =	**$0.00**

TOTAL FEE FOR TASK 4 = $3,600.00

Fee Proposal For Professional Services

Task 5 - Construction Administration and Quality Assurance
Wolf Ridge Road Pedestrian Improvements
City of Mobile Engineering Department
Mobile, Alabama
Proposal No. 22-2130-19
Revision No. 1
June 29, 2022

thompson ENGINEERING

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Task 5 - Construction Administration and Quality Assurance	Senior Engineer III (code 052)	Hour	7.5	$187.00	$1,402.50
	Senior Engineer I (code 050)	Hour	15	$170.00	$2,550.00
	Engineering Associate II (code	Hour	30	$105.00	$3,150.00
	Engineering Associate I (code	Hour	45	$95.00	$4,275.00
	Technician I (code 501)	Hour	120	$57.00	$6,840.00
	Professional Land Surveyor II	Hour		$147.00	$0.00
	Professional Land Surveyor I (	Hour		$124.00	$0.00
	Surveyor, Party Chief (code 6(	Hour		$102.00	$0.00
	Surveyor, Instrument Man (cc	Hour		$68.00	$0.00
	Senior Designer II (code 657)	Hour		$115.00	$0.00
				SUB-TOTAL =	**$18,217.50**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Subcontractors					$0.00
					$0.00
					$0.00
				+ 10% Markup	$0.00
				SUB-TOTAL =	**$0.00**

Description		Unit	Estimated Quantity	Unit Fees	Subtotal
Travel Expenses	Automobile mileage	Mile	450	$0.67	$301.50
	Truck	Day		$75.00	$0.00
	GPS	Day		$100.00	$0.00
	Robot	Day		$100.00	0.00
				SUB-TOTAL =	**$301.50**

TOTAL FEE FOR TASK 5 = $18,500.00

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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 Ashley Whitfield

Amount of Contract:

n/a

Effective Date of Contract:

8/2/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Whitfield

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 - Whitfield	Resolution Letter	7/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	7/21/2022 - 12:49 PM
			7/21/2022 - 1:47

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:46 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 Ashley Whitfield, 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\D021\P005\00109024.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/30/2022 - 3:10 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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
ordinance	Cover Memo	7/29/2022
map	Cover Memo	7/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 3:22 PM

02-039 2022

AN ORDINANCE TO PROVIDE FOR THE REAPPORTIONMENT OF THE SEVEN CITY COUNCIL DISTRICTS FOR THE CITY OF MOBILE

Sponsored by: Councilmembers Penn, Carroll and Reynolds

WHEREAS, Section 11-44C-13 of the Code of Alabama provides that the City Council's seven members shall be elected from districts which shall be, as near as practicable, of equal population according to the last decennial census; and,

WHEREAS, Section 11-44C-90 of the Code of Alabama requires that the seven City Council districts are to be reapportioned following a decennial census to account for changes in the population of the districts; and,

WHEREAS, based upon the results of the last decennial census the Council finds that reapportionment of the Council districts is necessary to provide fair and equal representation to all of the citizens of the City of Mobile; and,

WHEREAS, the Council finds that reapportionment of the Council districts as provided in this Ordinance will achieve the goal of equally apportioning the City's population so as to provide fair and equal representation to all citizens of the City of Mobile.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, THAT "SEC. 1-9. – CITY COUNCIL DISTRICTS", OF THE MOBILE CITY CODE, 1991, IS HEREBY AMENDED AND RESTATED AS FOLLOWS:

SECTION ONE: The seven city council districts shall be as follows:

A. DISTRICT ONE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
1	600	| 2011 | 2012 | 2010
1	701	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
1	702	| 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 1001 | 1002 | 1003 | 1004 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2000 | 2001 | 2002 | 2003 | 2016 | 3001 | 3002 | 3003 | 3004

1	801	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019
1	802	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008
1	901	| 1021
1	2501	| 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2015 | 3000 | 3001 | 3003 | 3004 | 3007 | 3012 | 3013 | 3017 | 3018 | 3023 | 3024
1	2502	| 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 3001 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1011 | 3000 | 3002 | 3003 | 3004
1	2600	| 2004 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 3036 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3007
1	2700	| 1018 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1030 | 2013 | 2014 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1029 | 2000 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 1000 | 1003 | 1019 | 1020 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1001 | 1002 | 1004 | 1005
1	2800	| 1004 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1015 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 3000 | 3001 | 3004 | 3005 | 3006 | 3007 | 3008 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4015 | 4016 | 4017 | 4018 | 4019 | 5000 | 5001 | 5002 | 5003 | 5004 | 5005 | 5006 | 5007 | 5008 | 5009 | 5010 | 5011 | 5012 | 5013 | 5014 | 5015 | 5016 | 5018 | 1000 | 1001 | 1002 | 1003 | 1005 | 1013 | 1014 | 2000 | 2001 | 2005 | 3002 | 3003 | 3010
1	3402	| 2012 | 2013 | 3000 | 3001 | 3002 | 3003 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2010 | 2011
1	3901	| 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1028 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 |

		1041 | 1042 | 1043 | 1044 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 1029 | 1031 | 1032 | 1033
1	3902	| 1026 | 1027 | 1001 | 1002 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1024 | 1025 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
1	4900	| 4018 | 4019

B. DISTRICT TWO shall consist of: in Mobile Division, Mobile County:

Council District	**2020 Census Tract**	**2020 Census Blocks**
2	200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 1058 | 1059 | 1060 | 1061 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1070 | 1071 | 1072 | 1073 | 1074 | 1075 | 1076 | 1077 | 1078 | 1079 | 1080 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 2008 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024
2	401	| 3015 | 3019 | 3020 | 2012 | 2014 | 2015 | 2016 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3010 | 3016 | 3017 | 3018 | 3004 | 3005 | 3006 | 3007 | 3012 | 3013 | 3014 | 4005 | 4015 | 4016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2013 | 2017 | 3000 | 3001 | 3002 | 3003 | 3008 | 3009 | 3011 | 4000 | 4001 | 4002 | 4003 | 4004 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4017 | 4018 | 4019 | 4020 | 4021
2	402	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025
2	500	| 2009 | 2014 | 2015 | 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 |

		1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 1049 | 1050 | 1051 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 1001
2	600	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2013 | 2014 | 2015
2	901	| 1007 | 1008 | 1009 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1010 | 1013
2	902	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	903	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035
2	1001	| 1004 | 1013 | 2005 | 2014 | 1000 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025
2	1002	| 1014 | 1016 | 1017 | 1018 | 1019 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2037 | 2038 | 2039 | 2040 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2033 | 2034 | 2035 | 2036 | 2041
2	1100	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018
2	1200	| 1003 | 1012 | 1013 | 1014 | 1015 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1108 | 1109 | 1110 | 1111 | 1112 | 1113 | 1114 | 1115 | 1116 | 1117 | 1119 | 1120 | 1121 | 1122 | 1123 | 1124 | 1125 | 1126 | 1127 | 1128 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1136 | 1137 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1158 | 1160 | 1184 | 1185 | 1194 | 1204 | 1207 | 2000 | 1077 | 1084 | 1202 | 1048 | 1049 | 1050 | 1051 | 1056 | 1057 | 1062 | 1063 | 1064 | 1065 | 1066 | 1067 | 1068 | 1069 | 1072 | 1075 | 1076 | 1078 | 1186 | 1187 | 1188 | 1189 | 1190 | 1191 | 1192 | 1193 | 1201 | 1002 | 1004 | 1005 | 1006 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 |

		1045 | 1046 | 1047 | 1052 | 1054 | 1055 | 1079 | 1080 | 1081 | 1082 | 1083 | 1085 | 1086 | 1087 | 1088 | 1089 | 1090 | 1091 | 1092 | 1093 | 1094 | 1095 | 1096 | 1097 | 1098 | 1099 | 1100 | 1101 | 1102 | 1103 | 1104 | 1105 | 1106 | 1107 | 1199 | 1200 | 1203 | 1205 | 1206 | 1000 | 1007 | 1008 | 1010 | 1011 | 1016 | 1017 | 1183 | 1001 | 1009
2	1400	| 1028 | 1030 | 1032 | 1033 | 1034 | 1035 | 1036 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1029 | 1031
2	1501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026
2	2100	| 1000 | 1001 | 1002
2	2200	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005
2	2302	| 2000 | 2001 | 2002 | 2006
2	2400	| 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 2007 | 2008 | 2009 | 2010 | 2016 | 2017 | 2018 | 2019 | 2020 | 3003 | 3004 | 3005 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2011 | 2012 | 2013 | 2014 | 2015 | 2024 | 3000 | 3001 | 3002 | 3006 | 3007
2	2501	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 2010 | 2011 | 2012 | 2013 | 2014 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 3002 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3014 | 3015 | 3016 | 3025
2	2502	| 1002
2	3800	| 1128 | 1136 | 1137 | 1104 | 1114 | 1115 | 1116 | 1117 | 1129 | 1130 | 1131 | 1132 | 1133 | 1134 | 1135 | 1138 | 1139 | 1140 | 1141 | 1142 | 1143 | 1144 | 1145 | 1146 | 1147 | 1148 | 1149 | 1150 | 1151 | 1152 | 1153 | 1154 | 1155 | 1156 | 1066 | 1098 | 1102 | 1118 | 1124 | 1125 | 1126 | 1166 | 1081 | 1082 | 1083 | 1084 | 1085 | 1086 | 1087 | 1088 | 1096 | 1103 | 1105 | 1106 | 1107 | 1108 | 1109 | 1173 | 1065 | 1067 | 1069 | 1089 | 1095 | 1080 | 1045 | 1046 | 1047 | 1048 | 1051 | 1062 | 1063 | 1070 | 1071 | 1072 | 1073 | 1075 | 1076 | 1077 | 1078 | 1079 | 1175 | 1049 | 1050 | 1168 | 1170
2	5200	| 1000 | 1042
2	5300	| 1044 | 1045
2	5602	| 2022 | 2025 | 2030
2	7600	| 1000 | 1015 | 2017 | 2040 | 2000 | 2001 | 2003 | 2004 | 2016
2	7700	| 1004 | 1008

C. DISTRICT THREE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
3	1200	| 1118 | 1156 | 1157 | 1159 | 1161 | 1162 | 1163 | 1164 | 1165 | 1166 | 1167 | 1168 | 1169 | 1170 | 1171 | 1172 | 1173 | 1174 | 1175 | 1176 | 1177 | 1178 | 1179 | 1180 | 1181 | 1182 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	1302	| 1009 | 1010 | 1011 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 3004 | 3008 | 3009 | 3018 | 3019 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1002 | 1003 | 1004 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 3000 | 3001 | 3002 | 3003 | 3005 | 3006 | 3007 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3020 | 3021 | 3022
3	1501	| 1027 | 1028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015
3	1502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016
3	1800	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2000 | 2009
3	1901	| 1004 | 1006 | 1007 | 1008 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2009 | 2010 | 2011 | 2012 | 2013 | 2015 | 2016 | 1000 | 1001 | 1002 | 1003 | 1005
3	1902	| 2003 | 2000 | 2001 | 2002 | 2004 | 2005 | 2006 | 2007 | 2012 | 2013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
3	2000	| 2000 | 2001 | 2006 | 2003 | 2004 | 2027 | 2038 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2002
3	2100	| 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 2005 | 3007 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 2001 | 2002 | 2003 | 2004 | 1014 | 1015 | 2000
3	2200	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3007 | 3009 | 3011 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 |

		1012 | 1013 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3010 | 3012 | 3013
3	2301	| 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1000 | 1001 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028
3	2302	| 1009 | 1010 | 1011 | 1012 | 1013 | 1015 | 1016 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1014 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009
3	2400	| 2021 | 2022 | 2023
3	7000	| 1001 | 1018 | 1020 | 1021 | 1030
3	7400	| 2000 | 2001 | 2003 | 2005 | 2006 | 2007 | 2015 | 2016 | 3002 | 3003 | 3004 | 3005 | 3006 | 3008 | 3009 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1011 | 1015 | 1016 | 1018 | 1019 | 1022 | 1023 | 1024 | 1026 | 1045 | 1046 | 1048 | 1049 | 1053 | 1054 | 1055 | 1056 | 2002 | 2004 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3007 | 3010 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016 | 4017 | 4018 | 4019 | 4020 | 4021 | 4022 | 4023 | 1002 | 1005 | 1006 | 1010 | 1012 | 1013 | 1014 | 1017 | 1020 | 1021 | 1060 | 1061 | 1062 | 1009 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1047 | 1050 | 1051 | 1052 | 1059 | 1000 | 1001 | 1003 | 1004 | 1007 | 1008 | 1057 | 1058
3	990000	| 0001 | 0002

D. DISTRICT FOUR shall consist of: in Mobile Division, Mobile County:

Council District	**2020 Census Tract**	**2020 Census Blocks**
4	2000	| 2024 | 2028 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2025 | 2026 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036
4	2900	| 2007 | 2008 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 3034 | 3035 | 3036
4	3000	| 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1023 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1045 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1018 | 1024 | 1025 | 1026 | 1027 | 1042 | 1043 | 1044 | 1046 | 1047 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2000 | 2001 | 2002
4	3100	| 1005 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1026 | 2010 | 2012 | 2013 | 2014 | 2016 | 2017 | 2023 | 1000 | 1001 | 1002 | 1003 | 1004 | 1006 | 1007 | 1016 |

		1025 | 2018 | 2019 | 2020 | 2021 | 2022 | 3021 | 3022 | 3023 | 3026 | 3027 | 3028 | 3029 | 3030 | 2007 | 2008 | 2009 | 2011 | 2015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3024 | 3025
4	3707	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009
4	3710	| 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3035 | 1000 | 1001 | 1002 | 1003 | 1009 | 1010
4	3711	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1015
4	3712	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
4	6802	| 1022 | 2000 | 2007 | 2008 | 2013 | 2014 | 2015 | 2016 | 3014 | 3016 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3000 | 3001 | 3002 | 3004 | 3005 | 3007 | 3008 | 3009 | 3010 | 3011 | 3015 | 3017
4	6902	| 1000 | 1001 | 1009 | 1010 | 1011 | 1021
4	7000	| 4030 | 3001 | 3002 | 3008 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3045 | 3046 | 3047 | 3048 | 3049 | 3050 | 3051 | 3053 | 2010 | 2011 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 3000 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3010 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034 | 3039 | 3041 | 3042 | 3043 | 3044 | 3052 | 4020 | 4021 | 4022 | 4027 | 4028 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2012
4	7101	| 3008 | 2000 | 2001 | 2002 | 2005 | 2014 | 2015 | 2016 | 2017 | 3000 | 3006 | 3007
4	7102	| 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1021 | 1022 | 1025 | 1026 | 1029 | 1034 | 1035 | 1037 | 2000 | 2001 | 2002 | 2003 | 2005 | 2006 | 2007 | 2011 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1000 | 1001 | 1002
4	7103	| 1002 | 1005 | 1000 | 1001

E. DISTRICT FIVE shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
5	2400	| 3013 | 3016 | 3012
5	2501	| 3019 | 3020 | 3021 | 3022
5	2700	| 2012
5	2800	| 3009 | 4013 | 4014 | 5017
5	2900	| 1009 | 1010 | 1011 | 1013 | 1014 | 1015 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3003 | 3004 | 3005 | 3007 | 3008 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3023 | 3025 | 3026 | 3028 | 3030 | 3031 | 3032 | 3033 | 3037 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 3000 | 3001 | 3002 | 3006 | 3009 | 3020 | 3021 | 3022 | 3024 | 3027 | 3029 | 1008 | 1012
5	3202	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1014 | 1015 | 1016 | 1017 | 1018 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 1012 | 1013
5	3203	| 1001 | 1002 | 1003 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 1000 | 1004 | 1005 | 1018
5	3205	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
5	3206	| 1026 | 1035 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1036 | 1037 | 1038 | 1039 | 1040
5	3207	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006
5	3301	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010
5	3302	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1001 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1039 | 1040 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 |

		3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 3032 | 3033 | 3034
5	3501	| 3009 | 3010 | 3011 | 3012 | 1018 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022
5	3502	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2001 | 2002 | 2024 | 2025 | 2000

E. DISTRICT SIX shall consist of: in Mobile Division, Mobile County:

Council District	**2020 Census Tract**	**2020 Census Blocks**
6	3606	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 3000
6	3607	| 1009 | 1010 | 2006 | 2008 | 2009 | 2010
6	3703	| 1000 | 1001 | 1005 | 1006 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 1002 | 1003 | 1004 | 1007 | 1008 | 1010 | 1012
6	3704	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 3019 | 3020 | 3021 | 3022 | 3023 | 3024 | 3025 | 3026 | 3027 | 3028 | 3029 | 3030 | 3031 | 4000 | 4001 | 4002 | 4003 | 4004 | 4005 | 4006 | 4007 | 4008 | 4009 | 4010 | 4011 | 4012 | 4013 | 4014 | 4015 | 4016
6	3705	| 2004 | 2007 | 3003 | 3004 | 3005 | 3006 | 3008 | 2002 | 2003 | 2005 | 2006 | 1001 | 1002 | 1003 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 3000 | 3002 | 1000 | 1004 | 3001 | 3007
6	3706	| 2004 | 2005 | 2007 | 2008 | 2011 | 2012 | 2014 | 2015 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 2000 | 2001 | 2002 | 2003 | 2006 | 2009 | 2010 | 2013
6	3708	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 2002 | 2003 | 2004 | 2006 | 2007 | 2008 | 3001 | 3003 | 3007 | 2000 | 2001 | 2005 | 2009 | 3000 | 3002 | 3004 | 3005 | 3006
6	3711	| 1014 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007
6	6411	| 1009 | 3000 | 3001 | 3002 | 3011
6	6802	| 1002 | 1003 | 1000 | 3006 | 3013 | 3034
6	6804	| 2001 | 2009 | 2014 | 2015

G. DISTRICT SEVEN shall consist of: in Mobile Division, Mobile County:

Council District	2020 Census Tract	2020 Census Blocks
7	2700	| 2001
7	3302	| 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009
7	3404	| 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1035 | 1036 | 1037 | 1000 | 1007 | 1008 | 1009 | 1010 | 1031 | 1032 | 1033 | 1034
7	3405	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034
7	3406	| 1002 | 1003 | 1005 | 1009 | 1011 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 1000 | 1001 | 1004 | 1006 | 1007 | 1008 | 1010 | 3000 | 3001 | 3002 | 3003
7	3408	| 1000 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011 | 3012 | 3013 | 3014 | 3015 | 3016 | 3017 | 3018 | 1001
7	3410	| 1007 | 1016 | 1017 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2018 | 2028 | 2029 | 2030 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1006 | 2000 | 2001 | 2006
7	3501	| 2001 | 2004 | 2006 | 2009 | 2010 | 2012 | 2014 | 2016 | 2018 | 2022 | 2023 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 2000 | 2002 | 2003 | 2005 | 2007 | 2008 | 2011 | 2013 | 2015 | 2017 | 2019 | 2020 | 2021 | 2024 | 2025
7	3502	| 1009
7	3602	| 3001 | 3002 | 3003 | 3004 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1009 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2008 | 2009 | 2010 | 2011 | 2014 | 2015 | 2016 | 3000 | 2006 | 2012 | 2013
7	3606	| 1000
7	3607	| 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 2001 | 2002 | 2003 | 2004 | 2005 | 2007 | 2013 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3009 | 3011 | 2000 | 2011 | 2012 | 3000 | 3001 | 3008 | 3010
7	3608	| 1006 | 1013 | 1000 | 1001 | 1002 | 1003 | 1004 | 1005 | 1007 | 1008 | 1009 | 1010 | 1011 | 1012 | 1014 | 1015 | 1016 | 1017 | 1018 | 1019 | 1020 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029
7	6402	| 1008 | 1018 | 1023 | 1024 | 1025 | 1026 | 1027 | 1049 | 1050 | 1051 | 1052 | 1053 | 1054 | 1055 | 1056 | 1057 | 3026 | 1001 | 1002 | 1003 | 1004 | 1005 |

		1006 | 1007 | 1009 | 1010 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1017 | 1019 | 1020 | 1021 | 1022 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 1035 | 1036 | 1037 | 1038 | 1039 | 1040 | 1041 | 1042 | 1043 | 1044 | 1045 | 1046 | 1047 | 1048 | 3006 | 3018 | 3020 | 3023
7	6403	| 2000 | 2003 | 2005 | 2015 | 2016 | 2027 | 2033 | 1000 | 1005 | 1006 | 1007 | 1008 | 1011 | 1012 | 1013 | 1014 | 1015 | 1016 | 1021 | 1022 | 1023 | 1024 | 1025 | 1026 | 1027 | 1028 | 1029 | 1030 | 1031 | 1032 | 1033 | 1034 | 2017 | 2029 | 2004 | 2008 | 2009 | 2010
7	6409	| 1000 | 1001 | 1019 | 3000 | 3001 | 3002 | 3003 | 3004 | 3005 | 3006 | 3007 | 3008 | 3009 | 3010 | 3011
7	6411	| 1004 | 1005 | 1006 | 1007 | 1012 | 2000 | 2001 | 2010 | 2011 | 2012 | 2013 | 3007 | 4000 | 4001 | 4002 | 4003 | 4004
7	980000	| 1002 | 1004 | 1005 | 1006 | 1007 | 1008 | 1000 | 1001 | 1003

SECTION TWO: The Council finds that each of the above-described districts is formed of contiguous, and to the extent reasonably possible, compact territory.

SECTION THREE: The Council finds that each above-described district contains as nearly as is reasonable the same population.

SECTION FOUR: A map showing the boundaries of these Council districts is attached hereto and incorporated herein by reference.

SECTION FIVE: This Ordinance shall become effective upon its adoption and publication as required by law and shall apply to the first regular election held more than six months after it becomes effective and to all municipal elections, regular or special, held after the first regular election.

Adopted:

_____

City Clerk

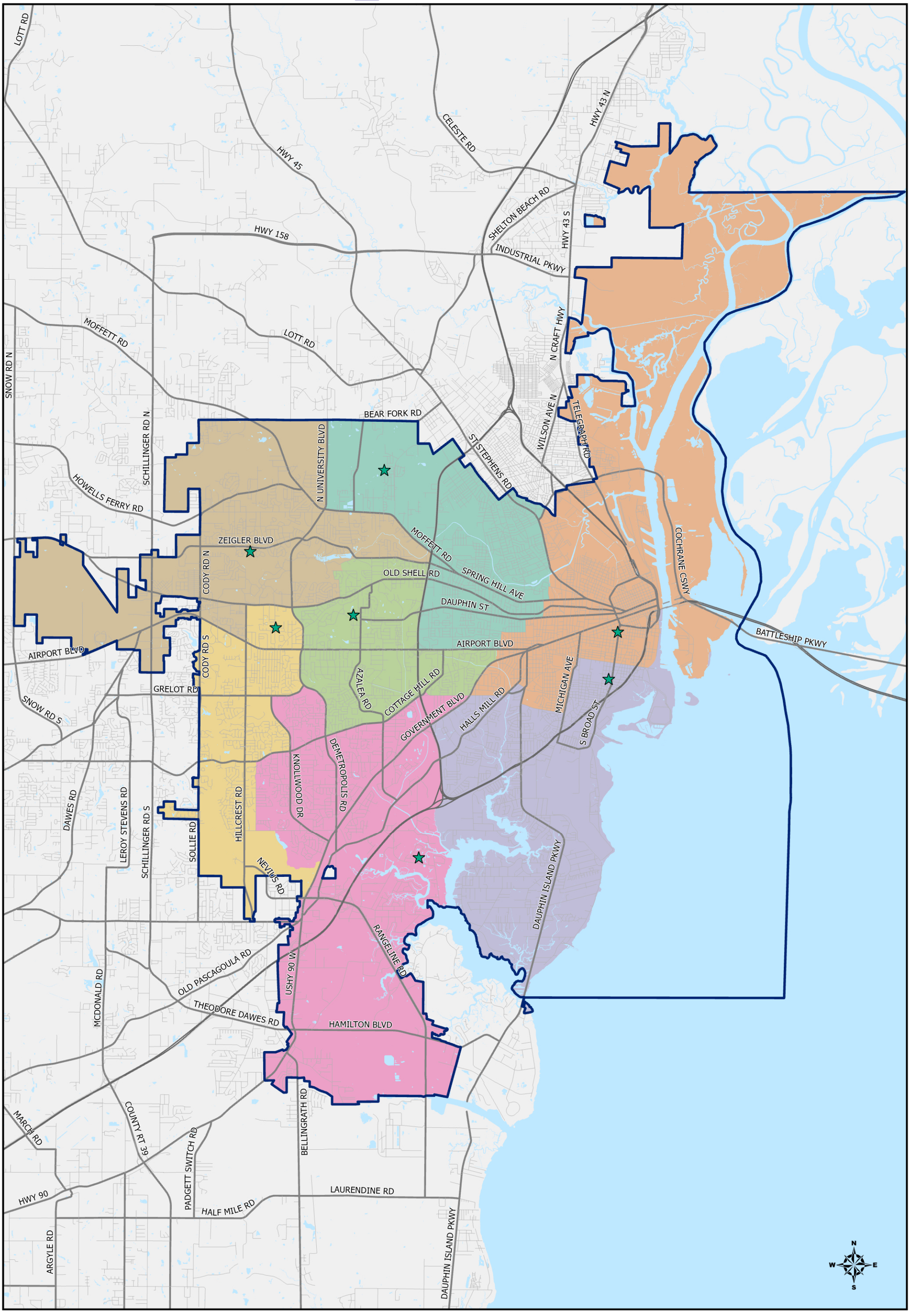
Council Districts
2020 Redistricting
City of Mobile

2020 Redistricting
CC 1.1

- District 1
- District 2
- District 3
- District 4
- District 5
- District 6
- District 7
- Council Residence

City of Mobile
Geographic Info. Systems Dept.
205 Government Street, 4th FL S
P.O. Box 1827 (36633-1827)
Mobile, Alabama 36644
(251) 208-7943
http://maps.cityofmobile.org

Print Date: 7/28/2022



0 1 2 4
Miles

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:
Lisa C. Lambert, City Clerk

Sponsored by:
Councilmember Small

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	7/29/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/29/2022 - 10:30 AM

03-639 **2022**

R E S O L U T I O N

Sponsored by: Councilmember Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Christian Wooten is appointed to the Mobile City-County Youth Council effective immediately.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

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	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 11:56 AM

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 101 Government St. (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 5517

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 07.18.2022

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: 101 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 08.13.2022
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

APPLICATION LETTER (CONTROL) NUMBER 5517

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 07.18.2022

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: 101 GOVERNMENT STREET (COOPER RIVERSIDE PARK) MOBILE AL 36602

This business is located within the City's corporate limits.

Comments:
EVENT DATE 08.13.2022
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

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: July 27, 2022

Re: Alcoholic Beverage License Application No. 5517
Lit Cigar Lounge LLC
D/B/A: Saturdays at the Coop
1 Government St
Mobile, AL 36602
Larry Scott, Member
Leanna Scott, Member

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant. This is a new application for a recurring special event that will be named Saturdays at the Coop. According to Shawn Skinner of the Revenue Department, this will be a license we will see every month because it is required that we review the applications for events that will be recurring monthly. This specific application is for the event set in the month of August.

Lit Cigar Lounge is the business hosting the special event and the City of Mobile Revenue Department has advised all taxes have been reported and paid and their business license is current. The Underage Drinking Coordinator of the Mobile Police Department has advised the business is currently in good standing.

It is my recommendation that the application be:

___✓___ APPROVED

JUL 28 2022
_____
CHIEF OF POLICE

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

The mission of the Mobile Police Department is to be the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **July 19, 2022**

Re: **Application # 5517 / 1 Government St.**

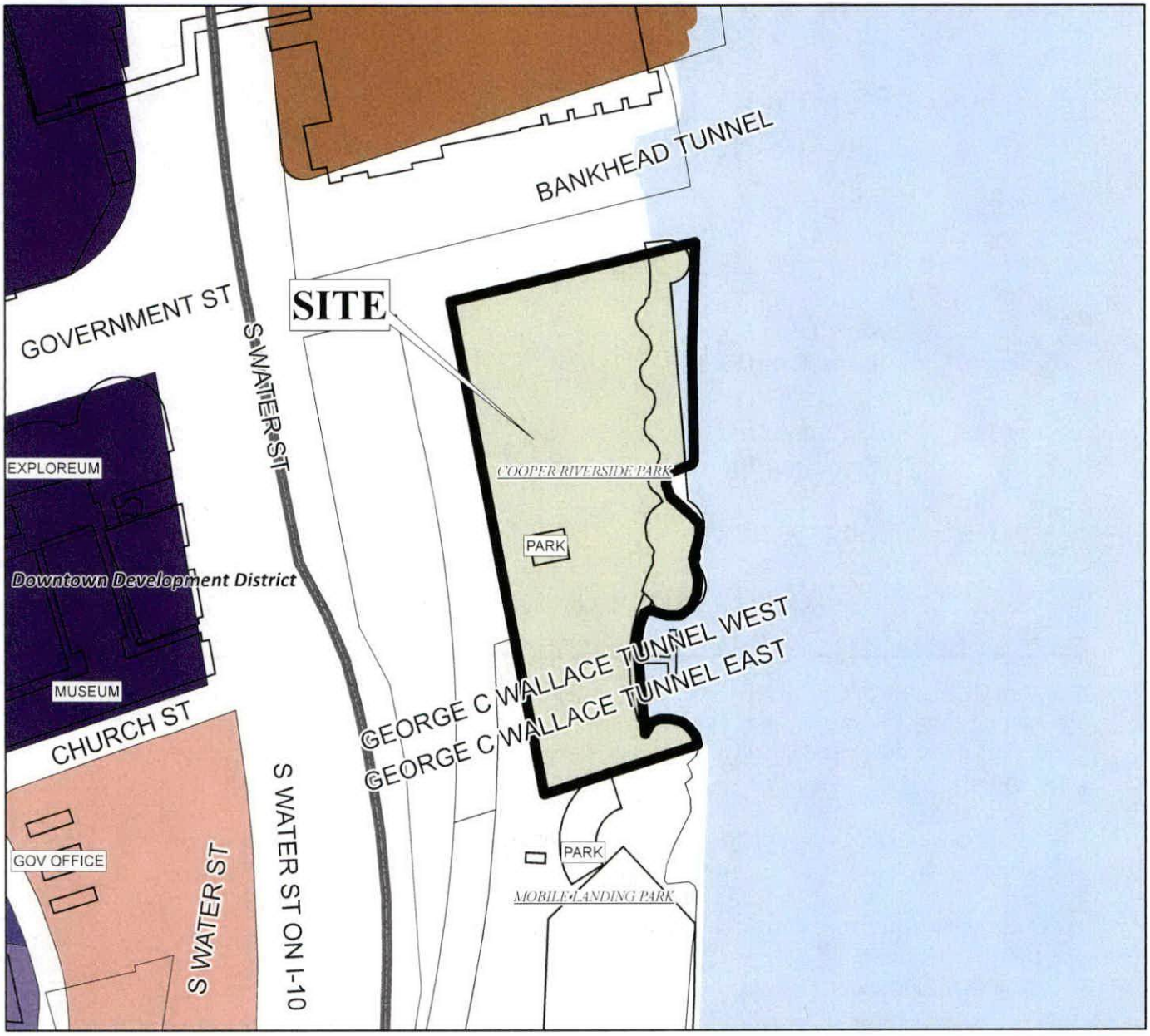
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned Open as a government function of the City of Mobile. This is to advise that a special event with special retail sales is a permitted use in this zoning district.

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 5517 DATE AUGUST 2, 2022

APPLICANT LIT CIGAR LOUNGE INC

LOCATION 1 GOVERNMENT ST(COOPER RIVERSIDE 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: 08.02.2022

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5517

☑ **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: 101 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 SKANNER
(Revenue Department Representative)

CONTACT: LARRY O SCOTT **PHONE#:** 251.401.8316

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 07.18.2022
Application No: 5517

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 - AUGUST 13 2022***

Location 101 SOUTH WATER 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 18th day of July Year 2022

R Shawn Skinner

SIGNATURE OF NOTARY

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

MY COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person LARRY O SCOTT E-mail: LITCIGARS2017@GMAIL.COM

Phone Number: Home: 251.401.8316 Cell: 251.401.8316 Bus: 251.401.8316

Do the premises have a fully 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: *CITY PARK*

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
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)

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20220712075448769

Type License: 140 - SPECIAL EVENTS RETAIL **State:** $150.00 **County:** $150.00

Type License: **State:** **County:**

Trade Name: SATURDAYS AT THE COOP **Filing Fee:** $50.00

Applicant: LIT CIGAR LOUNGE INC **Transfer Fee:**

Location Address: 1 GOVERNMENT STREET COOPER RIVERSIDE PARK MOBILE, AL 36602

Mailing Address: OBILE, AL 36695

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:**

Book, Page, or Document info: LR 7536 PG 954

Do you sell Draft Beer?:

Date Incorporated: 07/27/2017 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/27/2017

Federal Tax ID: 82-2296020 **Alabama State Sales Tax ID:** R009930325

Name:	Title:	Date and Place of Birth:	Residence Address:
LEANNA RHONE SCOTT 6544954 - AL	VICE PRESIDENT	07/12/1979 MOBILE AL	1325 CARSON ROAD W MOBILE, AL 36695
LARRY OLANDA SCOTT II 5630768 - AL	PRESIDENT	02/13/1972 MOBILE AL	6090 PHERINWOOD 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: LARRY SCOTT II
Business Phone: 251-401-8316
Fax:

Home Phone: 251-401-8316
Cell Phone: 251-401-8316
E-mail: LITCIGARS2017@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: 20220712075448769

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: CITY OF MOBILE PARKS AND RECREATION 251-208-1620
What is lessors primary business? CITY GOVERNMENT
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? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 99999 Display Square Footage:
Building seating capacity: 800 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: 1 blocks Nearest church: 5 blocks Nearest residence: 2 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: 20220712075448769

Signature page

Initial each	
LS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
LS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
LS	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.
LS	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.
XXXX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
LS	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.
LS	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.
LS	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): Latoya Scott

Signature of Applicant: Latoya Scott

Notary Name (print): LaToya R. Carter Blunt

Notary Signature: Latoya R. Carter Blunt Commission expires: 10-31-2023

LATOYA R CARTER-BLUNT NOTARY PUBLIC ALABAMA STATE AT LARGE My Commission Expires

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: 20220712075448769

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: 08/13/2022 Ending Date: 08/13/2022
Special terms and conditions for special event/special retail:
EVENT WILL BE HELD AT COOPER RIVERSIDE PARK ON 08/13/2022. LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: CITY PARK
Are there any special restrictions, instructions, and/or conditions for this license?:
EVENT WILL BE HELD AT COOPER RIVERSIDE PARK ON 08/13/2022. LOCATION WILL BE BARRICADED TO CONTROL ENTRANCE/EXITS. BEER, WINE AND LIQUOR WILL BE SERVED. NO ALCOHOLIC BEVERAGES ALLOWED TO LEAVE THE LICENSE PREMISE. THIS IS A NON RENEWABLE LICENSE.

INFORMATION SHEET

Contact Person: Lacy 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. LR 7536 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: 1500

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? _____.

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 Chr Lou of, 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*) Lacy Glenda Scott II

Social Security: _____ Race: B Sex: (✓) M ( ) F

Driver License: _____ State AL

Title (*i.e. Owner, President, Member*) President

Date of Birth 2 / 13 / 72

Place of Birth Tuscaloosa AL US
County *State* *Nation*

Present Address: 600 Morningside Ct. Prattville AL 36067
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 9 Home#: _____ Cell#: 251 401 2316

Full Name (*First, Middle, Last*) Lanette Ryan Scott

Social Security: _____ Race: B Sex: ( ) M (✓) F

Driver License: _____ State AL

Title (*i.e. Owner, President, Member*) Vice

Date of Birth 7 / 12 / 71

Place of Birth Florida AL US
County *State* *Nation*

Present Address: 1325 Main Rd West Prattville, AL 36695
Street Address (Apt#) *City* *State* *Zip Code*

Length of Time at Address: 3 Home#: _____ Cell#: 251-322-9477

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: LR7535 Pg:954
Document Type: PINC

STATE OF ALABAMA

COUNTY OF MOBILE

The undersigned acting as incorporator of LIT Cigar Lounge, Inc. under the provisions of the Alabama Business Corporation Act, Code of Alabama 1975 (1994 Replacement Volume), Section 10-2B-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: 03/23/2017 01:51:21 PM
Don Davis, Probate Judge
Deed Tax $.00
Mortgage Tax $.00
Mineral Tax $.00
Tax Tax $.00
Judge Fee $.00
LP Fee $.00
Surcharge Fee $2.00
Recording Fee $5.00
Total $31.00
$31.00
2017042324
Bk: LR7535
Pg: 954

The Board of Directors is authorized to make provisions for reasonable compensation to its members for their services as directors and to fix the basis and conditions upon which this compensation shall be paid. Any director may also serve Helping Hand, Inc. in any capacity and receive compensation therefore in any form.

ARTICLE V

The address of the initial registered office of the corporation is 6090 Pherinwood Ct., Mobile AL 36608, and the name of its initial registered agent at such address is Larry Scott.

ARTICLE VI

The initial number of directors constituting the board of directors of the corporation is one. The names and addresses of the persons who will serve as director until the first annual meeting of shareholders and until his or her successors are elected and shall qualify are:

Larry Scott
6090 Pherinwood Ct
Mobile, AL 36608

ARTICLE VII

The name and address of the sole incorporator is:

Larry Scott 6090 Pherinwood Ct. Mobile, AL 36608

IN WITNESS WHEREOF, these Articles of Incorporation have been duly executed on this the 8th day of July, 2017.

_____(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 49 PG 31
#SEC 40 T45 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

W Stimpson 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 8.13.22. 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 8.13.22.

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: 8.13.22 at 7:00pm To: 8.13.22 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:8/2/2022

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	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 11:50 AM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **19** described in the resolution adopted on the **28th** day of **June, 2022**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **19**, as described in the resolution adopted on the **28th** day of **June 2022**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1630** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-550 **2022**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1630** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **2nd day of August, 2022**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: JUN 28 2022

Lisa C. Lambert

City Clerk

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **June 23, 2022**

SUBJECT: WEED LIEN GROUP **1630**

Attached, please find Assessment Lists for Weed Lien Group Number **1630** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 6/28/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 8/2/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 6/30/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 7/14/2022

LEGAL NOTICE ADS: 7/20/2022-7/27/20222

POSTING DATE: 7/26/2022

Copy to: Marchetta Taite MT 6.23.22

	WEED LIEN	
	1630	Res. No.
6/28/2022	LOTS TO BE DECLARED	58-
8/2/2022	LOTS FOR PUBLIC HEARING	58-
//2022	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	2466 Bragdon Ave	27075	19426		1	
2	610 Good Pay St	18119	19427		2	
3	2464 Bragdon Ave	18212	19428		1	
4	608 Good Pay St	18155	19429		2	
5	907 Super St	27359	19430		1	
6	2766 Lecren St	27347	19431		1	
7	1621 Levene Rd	17860	19432		3	
8	1625 Levene Rd	17857	19433		3	
9	1209 Hercules St	18752	19434		2	
10	3451 Georgia Pacific Ave	18713	19435		1	
11	6522 Grace St	18126	19436		7	
12	1356 Stewart Ave	27720	19437		3	
13	2308 Cecelia St	27136	19438		1	
14	0 Next St	18552	19439		1	
	Par No. (29 02 44 0 013 373.XXX)					
15	1656 Cheshire Dr E	27278	19440		4	
16	204 Durant St	27253	19441		1	
17	871 Banneker St	27309	19442		1	
18	840 W I-65 Service Rd	15294	19443		5	
19	836 W I-65 Service Rd	19293	19444		5	
				$ -		

District total for this group		Numbers of lots cut	
1	9	1	
2	3	2	
3	3	3	
4	1	4	
5	2	5	
6	0	6	
7	1	7	
	19		0

*ADD Added in from other Groups
*CBC Cut By Contractor
*CBO Cut By Owner
*UDL Undeveloped Lot
*N/A Taken out by Inspector

Gary Elkins 6/23/22

Marchita Jaite 6-23-22

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUND WILL BE USED FOR THEIR 2ND ANNUAL JAZZY BLUES BY THE BAY BENEFIT CONCERT TO SUPPORT DEARBORN YMCA PROGRAMS AND ERVICE TO BE HELD ON AUGUST 28, 2022

Amount of Contract:

$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 - DEARBORN YMCA (DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION, INC.	Cover Memo	7/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/27/2022 - 11:43 AM

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 **$500.00** to Dearborn Young Men's Christian Association, Inc., (Dearborn YMCA) from his discretionary funds*; and

WHEREAS, *Dearborn Young Men's Christian 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 *Dearborn Young Men's Christian Association, Inc., will be used to help with their "2nd Annual Jazzy Blues" by the bay benefit concert to support the Dearborn YMCA programs and services to be held on August 28, 2022 at the Cooper Riverside 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 **$500.00** to Dearborn Young Men's Christian 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:8/2/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER C. J. SMALL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH SCHOOL UNIFORMS FOR HOMELESS STUDENTS

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-03 / 10041020-42080	**Discretionary Funds** DSC-03
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/28/2022 - 10:27 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER C. J. SMALL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH SCHOOL UNIFORMS FOR HOMELESS STUDENTS

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-03 / 10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SCHOOL RESOLUTION - PILLIANS MIDDLE SCHOOL	Cover Memo	7/28/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/28/2022 - 12:20 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C. J. Small*

WHEREAS, *Councilmember Small wishes to appropriate **$1,000.00** to Pillans Middle School, from his discretionary funds*; and

WHEREAS, *Pillans Middle School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds 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 *Pillans Middle School will be used to assist with school uniforms for homeless students,* 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 **$1,000.00** to Pillans Middle School 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:8/2/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
FUNDS WILL BE USED TO SUPPORT THEIR HUNGER RELIEF EFFORTS

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-05 / 10041020-42080 **Discretionary Funds** DSC-05

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - FEEDING THE GULF COAST	Cover Memo	7/27/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/27/2022 - 12:09 PM

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 **$2,500.00** to Feeding the Gulf Coast, from his discretionary funds*; and

WHEREAS, *Feeding the Gulf Coast,* 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 *Feeding the Gulf Coast will be used to support their hunger relief efforts*, 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 Feeding the Gulf Coast 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:8/2/2022

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.

General fund.

Amount of Contract:
Total of all is $78,743.56

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20220727 Agenda Package Fuel POs	Cover Memo	7/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:51 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 amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
13104	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,129.02	(279229) PETROLEUM TRADERS CORPORATION
13105	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$25,113.74	(279229) PETROLEUM TRADERS CORPORATION
13108	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$28,500.80	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00013104-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	3.05000	25086.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25086.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00013104-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. 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	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
Requisition Link				
	Requisition Total			25129.02

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	25129.02	14166.11

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

Activity	Date	Clerk	Comment
Approved	07/27/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/27/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/27/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/27/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/27/22	JAMES NEESE JR	

Bill To	Requisition 00013104-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013105-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	3.05000	25071.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			25071.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8220.00 EACH	0.00520	42.74
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To	Requisition 00013105-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. 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	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 25113.74

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	25113.74	14166.11
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/27/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/27/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/27/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/27/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/27/22	JAMES NEESE JR	

Bill To	Requisition 00013105-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00013108-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7520.00 GALLON	3.79000	28500.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			28500.80
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7520.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00013108-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. 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	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 28500.80

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	28500.80	14166.11
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	07/27/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	07/27/22	DONALD ROSE	Auto approved by: 9105neej
Approved	07/27/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	07/27/22	JOHN PAINE	Auto approved by: 9105neej
Approved	07/27/22	JAMES NEESE JR	

Bill To	Requisition 00013108-00 FY 2022
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/22	279229				FLEET MANAGEMENT-GARAGE

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

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

BUYER:
Patrick Hemme
334-242-7173
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

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

Final

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, 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
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, 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
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

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

COMMODITY / SERVICE INFORMATION

9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, 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
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > 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
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, 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
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

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

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, 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
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

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

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, 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
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, 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
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, 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
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, 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
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

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

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, 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
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, 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
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

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

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, 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
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

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

Final

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, 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
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

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

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, 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
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, 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
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, 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
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > 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
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, 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
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, 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
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

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

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

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

.

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.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

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: ms 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:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

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.

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, 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 exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER 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 completed order.

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 following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

			TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	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

State any special conditions or ordering instructions:

No Bid Bond is required.

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.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES — 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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Chargepoint Inc for one-year renewal of cloud and equipment maintenance services for electric vehicle charging stations.

General fund.

Amount of Contract:

$17,567.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220726 Chargpoint Agenda Package POs	Cover Memo	7/26/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:49 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
12595	2022	(F6020) CRUISE TERMINAL	ANNUAL RENEWAL OF CLOUD AND EQUIPMENT MAINTENANCE SERVICES FOR EV CHARGING STATIONS (SOLE SOURCE)	$17,567.00	(296780) CHARGEPOINT INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012595-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.70.90.9022.9022.9000.0000.0000.42195.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CHARGEPOINT INC	CRUISE TERMINAL
240 EAST HACIENDA AVE	201 SOUTH WATER ST
	MOBILE, AL 36602
CAMPBELL, CA 95008	GLENDA.CHAMBERS@CITYOFMOBILE.ORG
Tel#669-254-1495	Delivery Reference
	GLENDA
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/22	296780				CRUISE TERMINAL

LN	Description / Account	Qty	Unit Price	Net Price
001	One year renewal: August 1, 2022 - July 31, 2023. ChargePoint CPCLD-COMMERCIAL-REN Cloud Plan for City of Mobile EV Charging Stations. 22 Stations@ $345.00 per station. ChargePpoint CT4000-ASSUR-REN Assure Maintenance & Management for EV Charging Stations 11 Stations @ $907.00 per station. As per your quote Q-214454-3 dated 6/29/2022. Vendor Item	1.00 EACH	17567.00000	17567.00
1	1000.70.90.9022.9022.9000.0000.0000.42195.			17567.00

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602

Requisition Link

Requisition Total 17567.00

Bill To	Requisition 00012595-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No: 1000.70.90.9022.9022.9000.0000.0000.42195.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor
CHARGEPOINT INC
240 EAST HACIENDA AVE

CAMPBELL, CA 95008

Tel#669-254-1495

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
GLENDA.CHAMBERS@CITYOFMOBILE.ORG

Delivery Reference
GLENDA

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/13/22	296780				CRUISE TERMINAL

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.70.90.9022.9022.9000.0000.0000.42195.	17567.00	98424.15
PARKING EXP	ELECTRIC CHARGING STATIONS	

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

Activity	Date	Clerk	Comment
Approved	07/18/22	JOSEPH SNOWDEN	
Approved	07/19/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	07/19/22	DONALD ROSE	Auto approved by: 9105paij
Approved	07/19/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/19/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

2019

21.667

RESOLUTION

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 Chargepoint, Inc., for network metering and maintenance services for electric vehicle charging stations, renewable annually for up to five years, 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: 07-23-19

City Clerk

DocuSign Envelope ID: 01D48A7F-8799-49E0-9CA5-159DA696A85A

CHARGEPOINT®

MASTER SERVICES AND SUBSCRIPTION AGREEMENT

IMPORTANT: THIS MASTER SERVICES AND SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT BETWEEN YOU OR THE CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY YOU REPRESENT ("SUBSCRIBER") AND CHARGEPOINT, INC., A DELAWARE CORPORATION ("CPI"). PLEASE READ IT CAREFULLY. BY USING ANY OF THE CHARGEPOINT SERVICES, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT USE ANY CHARGEPOINT SERVICES.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION, PARTNERSHIP OR OTHER LEGAL ENTITY, THAT ENTITY REPRESENTS THAT YOU HAVE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, YOU MAY NOT ENTER INTO THIS AGREEMENT AND SUCH ENTITY MAY NOT USE THE CHARGEPOINT SERVICES.

1. **AGREEMENT.**

1.1 SCOPE OF AGREEMENT. This Agreement governs the following activities:

(a) Provisioning of Subscriber's Charging Station(s), if any, on ChargePoint;

(b) Activation and use of the ChargePoint Services on Subscriber's Charging Station(s), if any;

(c) Subscriber's use of the APIs as part of the ChargePoint Services;

(d) Each grant of Rights by Subscriber; and

(e) Each grant of Rights by a third party to Subscriber.

1.2 EXHIBITS AND PRIVACY POLICY. This Agreement includes the CPI Privacy Policy, as amended from time to time, and the following Exhibits, which are made a part of, and are hereby incorporated into, this Agreement by reference.

Exhibit 1:	Flex Billing Terms
Exhibit 2:	API Terms
Exhibit 3:	Terms Regarding Granting and Receipt of Rights

In the event of any conflict between the terms of this Agreement on the one hand, and the Privacy Policy or any Exhibit on the other hand, this Agreement shall govern. Capitalized terms not otherwise defined in any Exhibit or the Privacy Policy shall have the same meaning as in this Agreement.

2. **DEFINITIONS.** The following terms shall have the definitions set forth below when used in this Agreement:

2.1 ***"Affiliate"*** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control", for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

2.2 ***"APIs"*** means, individually or collectively, the application programming interfaces which are made available to Subscriber from time to time, as and when updated by CPI.

2.3 ***"ChargePoint Connections"*** shall have the meaning ascribed to it in the applicable data sheet. The term ChargePoint Connections shall also mean any successor service provided by CPI.

2.4 ***"ChargePoint®"*** means the open-platform network of electric vehicle charging stations and the vehicle charging applications the network delivers, that is operated and maintained by CPI (as defined below) in order to provide various services to, among others, Subscriber and its employees.

2.5 ***"ChargePoint Services"*** means, collectively, the various cloud services offerings (including, without limitation, APIs and application service plans) made available for subscription by CPI,.

2.6 ***"ChargePoint Application"*** means any of the applications established and maintained by CPI which will allow Subscriber to access ChargePoint Services.

2.7 ***"Charging Station"*** means the electric vehicle charging station(s) purchased by Subscriber, whether manufactured by CPI or by a CPI authorized entity, which are registered and activated on ChargePoint.

2.8 ***"Content"*** means all data collected or maintained by CPI in connection with the operation of ChargePoint.

2.9 ***"CPI Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used in connection with ChargePoint and/or CPI manufactured Charging Stations, including without limitation, ChargePoint.

2.10 ***"CPI Property"*** means (i) ChargePoint, (ii) the ChargePoint Services (including all Content), (iii) all data generated or collected by CPI in connection with the operation of ChargePoint and ChargePoint Services, (iv) the CPI Marks, (v) the ChargePoint Cards, and (vi) all other CPI-supplied material developed or provided by CPI for Subscriber use in connection with the ChargePoint Services.

2.11 ***"Documentation"*** means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to ChargePoint Services and/or ChargePoint and made available from time to time by CPI to Subscriber in any manner (including on-line).

2.12 ***"Effective Date"*** means the earlier of (a) the date that Subscriber electronically accepts this Agreement, or (b) the date of Subscriber's first use of the ChargePoint Services.

2.13 ***"Intellectual Property Rights"*** means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

2.14 ***"Malicious Code"*** means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

2.15 ***"Party"*** means each of CPI and Subscriber.

2.16 ***"PII"*** means personally identifiable information regarding Subscriber or a User (e.g., name, address, email address, phone number or credit card number) that can be used to uniquely identify, contact or locate Subscriber or such User.

2.17 ***"Provisioning"*** means activating Charging Stations, warrantees and Service Plans on ChargePoint

2.18 ***"Rights"*** means the rights, authorizations, privileges, actions, information and settings within the ChargePoint Services which a Rights Grantor grants to an Rights Grantee, to enable such Rights Grantee to access, obtain and use certain portions of the ChargePoint Services and certain information available therein in the course of providing services to or on behalf of such Rights Grantor in connection

with one or more of the Rights Grantor's Charging Stations. A Rights Grantor shall be deemed to have granted Rights to the entity that will be responsible for creating Subscriber's account and Provisioning Subscriber's Charging Stations. Such deemed grant may be terminated by Subscriber at any time.

2.19 ***"Service Plan(s)"*** means subscription plans to the ChargePoint Services which are offered and sold by CPI from time to time, which vary according to their features, privileges and pricing.

2.20 ***"Subscriber Content and Services"*** means any content and/or services that a Subscriber provides or makes available to Users and/or the general public in connection with the ChargePoint Services, other than Content, ChargePoint Services and CPI Property.

2.21 ***"Subscriber Marks"*** means the various trademarks, service marks, trade names, logos, domain names, and other distinctive brand features and designations used by Subscriber in connection with its business and/or Charging Stations.

2.22 ***"Subscription Fees"*** means the fees payable by Subscriber for subscribing to any ChargePoint Services.

2.23 ***"Taxes"*** shall mean all present and future taxes, imposts, levies, assessments, duties or charges of whatsoever nature including without limitation any withholding taxes, sales taxes, use taxes, service taxes, value added or similar taxes at the rate applicable for the time being imposed by any national or local government, taxing authority, regulatory agency or other entity together with any penalty payable in connection with any failure to pay or any delay in paying any of the same and any interest thereon.

2.24 ***"Token(s)"*** means the serialized proof of purchase of a Service Plan that is used by CPI in connection with enabling Services and/or provisioning Charging Stations.

2.25 ***"User"*** means any person using a Charging Station.

3. **AVAILABLE CHARGEPOINT SERVICES & SERVICE PLANS.** A description of the various ChargePoint Services and Service Plans currently available for subscription is located on the CPI website CPI may make other ChargePoint Services and/or Service Plans available from time to time, and may amend the features or benefits offered with respect to any ChargePoint Service or Service Plan at any time and from time to time. Subscription Fees are based on Subscriber's choice of Service Plan and not on actual usage of the Subscription.

4. **CPI'S RESPONSIBILITIES AND AGREEMENTS.**

4.1 **OPERATION OF CHARGEPOINT.** CPI agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting ChargePoint and related infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Charging Stations to any ChargePoint operations center); (ii) provisioning and operating, maintaining, administering and supporting the ChargePoint Applications; and (iii) operating ChargePoint in compliance with all applicable laws. CPI will protect the confidentiality and security of PII in accordance with all applicable laws and regulations and the CPI Privacy Policy.

4.2 **LIMITATIONS ON RESPONSIBLITY.** CPI shall not be responsible for, and makes no representation or warranty with respect to the following: (i) specific location(s) or number of Charging Stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of Charging Stations that comprise ChargePoint; (ii) continuous availability of electrical service to any of Subscriber's Charging Stations; (iii) continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by CPI of ChargePoint; (iv) availability of or interruption of the ChargePoint Network attributable to

unauthorized intrusions; and/or (v) charging stations that are not registered with and activated on the ChargePoint Network.

5. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

5.1 GENERAL.

(a) All use of ChargePoint and ChargePoint Services by Subscriber, its employees and agents and its grantees of Rights shall comply with this Agreement and all of the rules, limitations and policies of CPI set forth in the Documentation. All ChargePoint Services account details, passwords, keys, etc. are granted to Subscriber solely for Subscriber's own use (and the use of its grantees of Rights), and Subscriber shall keep all such items secure and confidential. Subscriber shall prevent, and shall be fully liable, to the extent caused by Subscriber's actions or negligence, to CPI for, any unauthorized access to or use of ChargePoint or ChargePoint Services via Subscriber's Charging Stations, ChargePoint Services account(s) or other equipment. Subscriber shall immediately notify CPI upon becoming aware of any such unauthorized use.

(b) Subscriber shall be solely responsible for: (i) Provisioning of its Charging Stations, if any; (ii) keeping Subscriber's contact information, email address for the receipt of notices hereunder, and billing address for invoices both accurate and up to date; (iii) updating on the applicable ChargePoint Application, within five (5) business days, the location to which any of Subscriber's Charging Stations are moved; (iv) the maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing CPI of the existence of any Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; and (v) compliance with all applicable laws.

(c) Subscriber shall deliver in full all benefits promised to Users by Subscriber in exchange for such Users connecting with Subscriber using ChargePoint Connections.

5.2 REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER. Subscriber represents and warrants to CPI that: (i) it has the power and authority to enter into and be bound by this Agreement and shall have the power and authority to install the Charging Stations and any other electrical vehicle charging products which are registered and activated on the ChargePoint Network); (ii) the electrical usage to be consumed by Subscriber's Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which Subscriber is a party; and (iii) it has not installed or attached and will not install or attach Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

5.3 CHARGEPOINT CARDS. Subscriber may be permitted by CPI, in CPI's sole discretion, to obtain CPI-provisioned radio-frequency identification cards ("ChargePoint Cards") which enable the individual card recipients to access and use ChargePoint. Subscriber may distribute such ChargePoint Cards to individuals, and each individual ChargePoint Card recipient is responsible for activating his or her ChargePoint Card on ChargePoint directly with CPI on the CPI web site. In no event will Subscriber create any separate ChargePoint accounts for any ChargePoint Card recipients or other third parties, nor will Subscriber create anonymous ChargePoint accounts associated with any ChargePoint Card.

5.4 USE RESTRICTIONS AND LIMITATIONS. Subscriber shall not:

(a) sell, resell, license, rent, lease or otherwise transfer the ChargePoint Services or any Content therein to any third party;

(b) interfere with or disrupt the ChargePoint Services, servers, or networks connected to the ChargePoint Services, or disobey any requirements, procedures, policies, or regulations of networks connected to the ChargePoint Services;

(c) restrict or inhibit any other user from using and enjoying the ChargePoint Services or any other CPI services;

(d) attempt to gain unauthorized access to the ChargePoint Network or the ChargePoint Services or related systems or networks or any data contained therein, or access or use ChargePoint or ChargePoint Services through any technology or means other than those provided or expressly authorized by CPI;

(e) create any ChargePoint Services user account by automated means or under false or fraudulent pretenses, or impersonate another person or entity on ChargePoint, or obtain or attempt to obtain multiple keys for the same URL;

(f) reverse engineer, decompile or otherwise attempt to extract the source code of the ChargePoint Services or any part thereof, or any Charging Station, except to the extent expressly permitted or required by applicable law;

(g) create derivative works based on any CPI Property;

(h) remove, conceal or cover the CPI Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Subscriber's Charging Stations;

(i) except as otherwise expressly permitted by this Agreement or in any applicable data sheet relating to a ChargePoint Service, copy, frame or mirror any part of the ChargePoint Services or ChargePoint Content, other than copying or framing on Subscriber's own intranets or otherwise solely for Subscriber's own internal business use and purposes;

(j) access ChargePoint, any ChargePoint Application or the ChargePoint Services for the purpose of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purpose, or for any improper purpose whatsoever, including, without limitation, in order to build a competitive product or service or copy any features, functions, interface, graphics or "look and feel;"

(k) use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the ChargePoint Services or Content or collect information about ChargePoint users for any unauthorized purpose;

(l) upload, transmit or introduce any Malicious Code to ChargePoint or ChargePoint Services;

(m) use any of the ChargePoint Services if Subscriber is a person barred from such use under the laws of the United States or of any other jurisdiction; or

(n) use the ChargePoint Services to upload, post, display, transmit or otherwise make available (A) any inappropriate, defamatory, obscene, or unlawful content; (B) any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party; (C) any messages, communication or other content that promotes pyramid schemes, chain letters, constitutes disruptive commercial messages or advertisements, or is prohibited by applicable law, the Agreement or the Documentation.

5.5 CONTENT.

(a) ChargePoint Content (including but not limited to Charging Station data and status) is provided for planning purposes only. Subscriber may find that various events may mean actual Charging

Station conditions (such as availability or pricing) differ from what is set forth in the Content. In addition, certain Charging Station-related Content, including Charging Station name and use restrictions, is set by the Charging Station owner and is not verified by CPI. Subscriber should exercise judgment in Subscriber's use of the Content.

(b) Certain Content may be provided under license from third parties and is subject to copyright and other intellectual property rights of such third parties. Subscriber may be held liable for any unauthorized copying or disclosure of such third party-supplied Content by Subscriber. Subscriber's use of such Content may be subject to additional restrictions set forth in the Documentation.

(c) Subscriber shall not copy, modify, alter, translate, amend, or publicly display any of the Content except as expressly permitted by the Documentation. Subscriber shall not present any portion of the Content in any manner, that would (i) make such Content false, inaccurate or misleading, (ii) falsify or delete any author attributions or labels of the origin or source of Content, or (iii) indicate or suggest that the Charging Station locations provided as part of the Content are anything other than ChargePoint® Network Charging Stations.

(d) Subscriber shall not remove, obscure, or alter in any manner any proprietary rights notices (including copyright and trademark notices), warnings, links or other notifications that appear in the ChargePoint Service.

6. SUBSCRIPTION FEES AND PAYMENT TERMS.

6.1 SUBSCRIPTION FEES. Subscriber shall pay all Subscription Fees within thirty (30) days of its receipt of CPI's invoice. All payments shall be made in U.S. Dollars by check, wire transfer, ACH payment system or other means approved by CPI. Subscriber may not offset any amounts due to CPI hereunder against amounts due to Subscriber under this Agreement or any other agreement. Fees payable to CPI do not include any Taxes, and Subscriber is responsible for any and all such Taxes. All payment obligations under this Agreement are non-cancelable and non-refundable.

6.2 LATE PAYMENTS. Late payments shall be subject to a charge equal to the lesser of (i) one and one percent (1%) per month or (ii) the maximum rate permitted by law. Subscriber will reimburse CPI for attorneys' fees and other expenses reasonably incurred by CPI in the collection of any late payments If any amount owing by Subscriber under this Agreement is more than forty-five(45) days overdue, CPI may, without otherwise limiting CPI's rights or remedies, (a) terminate this Agreement, (b) suspend the use by Subscriber of the ChargePoint Services until such amounts are paid in full, and/or (c) condition future ChargePoint Service renewals and other Subscriber purchases on payment terms other than those set forth herein; provided that CPI shall not exercise any such rights if Subscriber has reasonably disputed such charges and is cooperating diligently in good faith to resolve the dispute.

7. INTELLECTUAL PROPERTY RIGHTS AND LICENSES.

7.1 CPI PROPERTY. As between CPI and Subscriber, CPI retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to the CPI Property and any improvements thereto. No rights are granted to Subscriber in the CPI Property hereunder except as expressly set forth in this Agreement.

7.2 SUBSCRIBER PROPERTY. As between CPI and Subscriber, Subscriber retains and reserves all right, title and interest (including all related Intellectual Property Rights) in and to (i) all Subscriber Marks and (ii) all Subscriber Content and Services (collectively, the "Subscriber Property"). No rights are granted to CPI in the Subscriber Property hereunder except as expressly set forth in this Agreement.

7.3 LIMITED LICENSE TO SUBSCRIBER. CPI hereby grants to Subscriber a royalty-free, non-assignable, non-transferable, and non-exclusive license to use the CPI Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for Subscriber to access, use and receive the ChargePoint Services as permitted herein.

7.4 LIMITED LICENSE TO CPI. Subscriber hereby grants to CPI a non-assignable, non-transferable, and non-exclusive license to use the Subscriber Property solely in accordance with the terms of this Agreement (including without limitation all limitations and restrictions on such use) to the extent necessary for CPI to provide the ChargePoint Services. With prior written consent from Subscriber, CPI may utilize the Subscriber Marks to advertise that Subscriber is using the ChargePoint Services. The foregoing license includes a perpetual right of CPI to reproduce, adapt, modify, translate, publicly perform, publicly display and distribute all Subscriber Content and Services submitted, posted or displayed by Subscriber in the ChargePoint Services, solely for the purpose of enabling CPI to operate, market and promote the ChargePoint Services, and to index and serve such Subscriber Content and Services as search results through ChargePoint Services. CPI shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the ChargePoint Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Subscriber Rights Grantees relating to the ChargePoint Services.

7.5 ADDITIONAL TERMS REGARDING CPI MARKS.

(a) USE LIMITATIONS. Subscriber shall display the CPI Marks in connection with Subscriber Charging Stations as required in this Agreement during the term of Subscriber's Service Plan. Subscriber shall not use any of the CPI Marks for or with any products other than its Charging Stations. From time to time, CPI may provide updated CPI Mark usage guidelines on the ChargePoint Application or elsewhere in the Documentation, and Subscriber shall thereafter comply with such updated guidelines. For any use of the CPI Mark not authorized by such guidelines, or if no such guidelines are provided, then for each initial use of the CPI Mark, Subscriber must obtain CPI's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the CPI Mark in the approved manner. All use by Subscriber of CPI's Marks (including any goodwill associated therewith) will inure to the benefit of CPI.

(b) PROHIBITIONS. Subscriber shall not use or display any CPI Mark (or any likeness of a CPI Mark):

(i) as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates;

(ii) in any manner that (x) implies a relationship or affiliation with CPI other than as described under the Agreement, (y) implies any sponsorship or endorsement by CPI, or (z) can be reasonably interpreted to suggest that any Subscriber Content and Services has been authored by, or represents the views or opinions of CPI or CPI personnel;

(iii) In any manner intended to disparage CPI, ChargePoint, or the ChargePoint Services, or in a manner that is misleading, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable to CPI;

(iv) in any manner that violates any law or regulation; or

(v) that is distorted or altered in any way (including squeezing, stretching, inverting, discoloring, etc.) from the original form provided by CPI.

(c) NO REGISTRATION OF CPI MARKS. Subscriber shall not, directly or indirectly, register or apply for, or cause to be registered or applied for, any CPI Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially or confusingly similar to a CPI Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of CPI, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by CPI. At no time will Subscriber challenge or assist others to challenge the CPI Marks (except to the extent such restriction is prohibited by law) or the registration thereof by CPI.

(d) TERMINATION AND CESSATION OF USE OF CPI MARKS. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of all CPI Marks.

8. LIMITATIONS OF LIABILITY.

8.1 DISCLAIMER OF WARRANTIES. CHARGEPOINT AND THE CHARGEPOINT SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, CPI DOES NOT WARRANT THAT (A) SUBSCRIBER'S USE OF THE CHARGEPOINT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM ERROR, OR MEET SUBSCRIBER'S REQUIREMENTS; (B) ALL CONTENT AND OTHER INFORMATION OBTAINED BY SUBSCRIBER FROM OR IN CONNECTION WITH THE CHARGEPOINT SERVICES WILL BE ACCURATE AND RELIABLE; (C) ALL DEFECTS IN THE OPERATION OR FUNCTIONALITY OF THE CHARGEPOINT SERVICES WILL BE CORRECTED. ALL CONTENT OBTAINED THROUGH THE CHARGEPOINT SERVICES IS OBTAINED AT SUBSCRIBER'S OWN DISCRETION AND RISK, AND SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO SUBSCRIBER'S COMPUTER SYSTEM OR OTHER DEVICE, LOSS OF DATA, OR ANY OTHER DAMAGE OR INJURY THAT RESULTS FROM THE DOWNLOAD OR USE OF ANY SUCH CONTENT.

8.2 EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL CPI BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE CHARGEPOINT NETWORK, ANY CHARGEPOINT SERVICES, THIS AGREEMENT, A GRANT OR RECEIPT OF RIGHTS OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

8.3 ELECTRICAL, CELLULAR AND INTERNET SERVICE INTERRUPTIONS. Neither CPI nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions, whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to ChargePoint; (iii) interruptions attributable to unauthorized ChargePoint Network intrusions; (iv) interruptions in services provided by any Internet service provider not affiliated with CPI; or (v) the inability of a Charging Station to access ChargePoint as a result of any change in product offerings (including, without limitation, any network upgrade or introduction of any "next generation" services) by any wireless or cellular carrier. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

8.4 LIMITATION OF LIABILITY. CPI's aggregate liability under this Agreement shall not exceed aggregate Services Fees paid by Subscriber to CPI in the twelve (12) calendar months prior to the event giving rise to the liability.

8.5 CELLULAR CARRIER LIABILITY. IN ORDER TO DELIVER THE CHARGEPONT SERVICES, CPI HAS ENTERED INTO CONTRACTS WITH ONE OR MORE UNDERLYING WIRELESS SERVICE CARRIERS (THE "UNDERLYING CARRIER"). SUBSCRIBER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING CARRIER AND SUBSCRIBER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CPI AND THE UNDERLYING CARRIER. SUBSCRIBER UNDERSTANDS AND AGREES THAT THE UNDERLYING CARRIER HAS NO LIABILITY OF ANY KIND TO SUBSCRIBER, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. SUBSCRIBER HAS NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO IT, AND UNDERSTANDS THAT ANY SUCH NUMBER CAN BE CHANGED. SUBSCRIBER UNDERSTANDS THAT CPI AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE CHARGEPOINT SERVICES.

8.6 ADDITIONAL RIGHTS. BECAUSE SOME STATES OR JURISDICITONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES AND/OR THE DISCLAIMER OF IMPLIED WARRANTIES AS SET FORTH IN THIS SECTION 8, ONE OR MORE OF THE ABOVE LIMITATIONS MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, CPI'S LIABILTY AND/OR IMPLIED WARRANTIES GRANTED IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. TERM AND TERMINATION.

9.1 TERM OF AGREEMENT. This Agreement shall become effective on the Effective Date and shall continue until the expiration of all of Subscriber's Service Plans.

9.2 SERVICE PLAN TERM. Each Service Plan acquired by Subscriber shall commence as follows: Each Service Plan acquired for use with a new Charging Station will commence on the earlier to occur of (i) the date of Provisioning such new Charging Station, or (ii) one year from the date the Token(s) necessary for Provisioning such new Charging Station is made available to Subscriber or its installer. Renewals of Service Plans will commence on the date of the expiration of the Subscription being renewed. Each Subscriber Service Plan shall continue for the applicable duration thereof, unless this Agreement is terminated earlier in accordance with its terms.

9.3 TERMINATION BY CPI.

(a) This Agreement may be immediately terminated by CPI: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days (or within fifteen(15) days in the case of any payment default) of Subscriber's receipt of written notice thereof; (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors; (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon CPI; or (iv) as otherwise explicitly provided in this Agreement. Regardless of whether Subscriber is then in breach, CPI may, in its reasonable discretion, determine that it will not accept any renewal by Subscriber of its subscription to ChargePoint Services. In such case, this Agreement shall terminate upon the later of the expiration of all of Subscriber's subscriptions to ChargePoint Services.

(b) CPI may in its discretion suspend Subscriber's continuing access to the ChargePoint Services or any portion thereof if (A) Subscriber has breached any provision of this Agreement, or has acted in manner that reasonably indicates that Subscriber does not intend to, or is unable to, comply with any provision of this Agreement; (B) such suspension is required by law (for example, due to a change to the law governing the provision of the ChargePoint Services); or (c) providing the ChargePoint Services to Subscriber could create a security risk or material technical burden as reasonably determined by CPI.

9.4 TERMINATION BY SUBSCRIBER.

This Agreement may be immediately terminated by Subscriber without prejudice to any other remedy of Subscriber at law or equity: (i) if CPI is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) CPI becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors.

9.4.1 **TERMINATION BY SUBSCRIBER FOR MATERIAL CHANGES TO TERMS.** CPI will provide written notice to Subscriber of any material adverse change to the Terms and Conditions of Service of the Service Plan. If the changes will have a material adverse change on Subscriber, then CPI will either allow Subscriber to terminate this Agreement by providing sixty (60) days written notice to CPI, or CPI will apply the prior Terms and Conditions of Service of the Service Plan before the material adverse change to Subscriber.

9.5 REFUND OR PAYMENT UPON TERMINATION. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 9.4(i) or (ii), or by CPI pursuant to Section 9.3(a)(iii), CPI shall refund to Subscriber a pro-rata portion of any pre-paid Subscription Fees based upon the remaining Service Plan term. Upon any termination for any other reason, Subscriber shall not be entitled to any refund of any Subscription Fees as a result of such termination. In no event shall any termination relieve Subscriber of any actual and unpaid Subscription Fees due CPI for the Service Plan term in which the termination occurs or any prior Service Plan term.

9.6 SURVIVAL. Those provisions dealing with the Intellectual Property Rights of CPI, limitations of liability and disclaimers, restrictions of warranty, Applicable Law and those other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto regardless of the termination of this Agreement.

10. GENERAL.

10.1 AMENDMENT OR MODIFICATION. CPI reserves the right to modify this Agreement from time to time. CPI will provide notice of each such modification to Subscriber. Subscriber's continued use of the ChargePoint Services following such notice will constitute an acceptance of the modified Agreement.

10.2 WAIVER. The failure of either Party at any time to enforce any provision of this Agreement shall not be construed to be a waiver of the right of such Party to thereafter enforce that provision or any other provision or right.

10.3 FORCE MAJEURE. Except with respect to payment obligations, neither CPI nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence, including but not limited to fire, flood, earthquake or other natural disaster (irrespective of such Party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a Party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

10.4 GOVERNING LAW AND VENUE. This Agreement is to be construed according to the laws of the State of California, excluding any conflict of law provisions that would require application of another choice of law. The State and Federal courts of competent jurisdiction located in Santa Clara, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to this Agreement.

Each of the Parties submits to the jurisdiction and venue of these courts. All claims shall be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.

10.5 NOTICES. Other than the notice required in Section 11.5, any notice required or permitted by this Agreement shall be sent (a) if by CPI, via electronic mail to the address indicated by Subscriber in Subscriber's ChargePoint Services account; or (b) if by Subscriber, via electronic mail to mssa@chargepoint.com.

10.6 INJUNCTIVE RELIEF. Subscriber acknowledges that damages for improper use of the ChargePoint Services may be irreparable; therefore, CPI is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, in addition to all other remedies.

10.7 SEVERABILITY. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby.

10.8 ASSIGNMENT. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of CPI (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section, CPI shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. CPI may assign its rights and obligations under this Agreement.

10.9 NO AGENCY OR PARTNERSHIP. CPI, in the performance of this Agreement, is an independent contractor. In performing its obligations under this Agreement, CPI shall maintain complete control over its employees, its subcontractors and its operations. No partnership, joint venture or agency relationship is intended by CPI and Subscriber to be created by this Agreement. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

10.10 ENTIRE AGREEMENT. This Agreement (including the attached Exhibits) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Service Plan, the number of Charging Stations for which such Service Plan is ordered, the term of such Service Plans and applicable Subscription Fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

10.11 COPYRIGHT POLICIES. It is CPI's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers.

10.12 THIRD PARTY RESOURCES. The ChargePoint Services may include hyperlinks to other websites or resources. CPI has no control over any web sites or resources that are provided by companies

or persons other than CPI. Subscriber acknowledges and agrees that CPI is not responsible for the availability of any such web sites or resources, CPI does not endorse any advertising, products or other materials on or available from such web sites or resources, and CPI is not liable for any loss or damage that may be incurred by Subscriber as a result of any reliance placed by Subscriber on the completeness, accuracy or existence of any advertising, products, or other materials on, or available from, such websites or resources.

10.13 COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

10.14 ENGLISH LANGUAGE AGREEMENT GOVERNS. Where CPI has provided Subscriber with a translation of the English language version of this Agreement, Subscriber agrees that the translation is provided for Subscriber's convenience only and that the English language version of this Agreement governs Subscriber's relationship with CPI. If there is any conflict between the English language version of this Agreement and such translation, the English language version will prevail.

DocuSigned by:
Jonathan Kaplan
ChargePoint, Inc.

Subscriber: City of Mobile, AL

Name: William S. Stimpson

Title: Mayor, City of Mobile, Alabama

Date: 7-23-19

Address:
205 Government Blvd
Mobile, Alabama 36644

ATTEST:
City Clerk

Name: Jonathan Kaplan

Title: General Counsel

Date: 6/26/2019

Address:
254 E. Hacienda Ave
Campbell, CA 95008

DocuSign Envelope ID: 01D48A7F-8799-49E0-9CA5-159DA696A85A

EXHIBIT 1

FLEX BILLING TERMS

This Exhibit sets forth certain additional terms and conditions ("Flex Billing Terms") pursuant to which Subscriber may charge Users fees for the use of Subscriber's Charging Stations. In order to charge such fees, Subscriber must subscribe to a Service Plan that includes CPI's management, collection and/or processing services related to such fees ("Flex Billing").

1. **DEFINITIONS.** The following additional defined terms shall apply to these Flex Billing Terms:

1.1 ***"CPI Fees"*** means a fee, currently equal to ten percent (10%) of Session Fees, charged for a particular Session. CPI Fees are charged by CPI in exchange for its collection and processing of Session Fees on behalf of Subscriber. CPI will provide Subscriber with thirty (30) days prior written notice (which may include, without limitation, notice provided by CPI through its regular newsletter to Subscriber) of any increase in CPI Fees.

1.2 ***"Net Session Fees"*** means the total amount of Session Fees collected on behalf of the Subscriber by CPI, less CPI Fees and Taxes, if any, required by law to be collected by CPI from Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes incurred in connection with use of Subscriber's Charging Stations.

1.3 ***"Session"*** or ***"Charging Session"*** means the period of time during which a User uses Subscriber's Charging Station to charge his or her electric vehicle for a continuous period of time not less than two (2) minutes commencing when a User has accessed such Charging Station and ending when such User has terminated such access.

1.4 ***"Session Fees"*** means the fees set by the Subscriber for a Charging Session, inclusive of any applicable Taxes.

2. FLEX-BILLING SERVICE FOR CHARGING STATIONS.

2.1. SESSION FEES. Subscriber shall have sole authority to determine and set in real-time Session Fees. Subscriber shall be solely responsible for determining and charging Session Fees in compliance with all applicable laws and regulations (including without limitation any restriction on Subscriber's use of per-kWh pricing). Subscriber acknowledges that CPI is not responsible for informing Subscriber of applicable laws or changes thereto, and CPI will not be liable to Subscriber or any third party for any alleged or actual failure of Subscriber to comply with such applicable laws and regulations.

2.2 DEDUCTIONS FROM SESSION FEES. In exchange for CPI collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes CPI to deduct from all Session Fees collected: (i) CPI Fees and (ii) to the extent required by Section 3, applicable Taxes.

2.3 PAYMENT TO SUBSCRIBER OF NET SESSION FEES. CPI shall remit Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar month as directed by Subscriber from time to time through the applicable ChargePoint Services. Notwithstanding the foregoing, no such payment will be required if at the end of any calendar month the amount due to Subscriber hereunder is less than fifty U.S. Dollars ($50), except in connection with the expiration or termination of this Agreement. In no event shall CPI remit amounts due to Subscriber, regardless of the amount then due, later than thirty (30) days following the end of each calendar quarter.

3. TAXES. Subscriber is responsible for the payment of all Taxes incurred in connection with Session Fees; provided that CPI is solely responsible for all Taxes assessable based on CPI's income, property and employees. Where CPI is required by law to collect and/or remit the Taxes for which Subscriber is responsible, the appropriate amount shall be invoiced to Subscriber and deducted by CPI from Session Fees, unless Subscriber has otherwise provided CPI with a valid tax or regulatory exemption certificate or authorization from the appropriate taxing or regulatory authority.

EXHIBIT 2
API TERMS

This Exhibit sets forth certain additional terms and conditions ("API Terms") governing Subscriber's use of the APIs in connection with Subscriber's use of the ChargePoint Services. The API Terms are part of the Agreement, and all such use of the APIs remains subject to the Agreement terms.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply to the API Terms.

1.1 ***"API Implementation"*** means a Subscriber software application or website that uses any of the APIs to obtain and display Content in conjunction with Subscriber Content and Services.

1.2 ***"API Documentation"*** means all Documentation containing instructions, restrictions or guidelines regarding the APIs or the use thereof, as amended and/or supplemented by CPI from time to time.

1.3 ***"CPI Site Terms"*** means the Terms and Conditions displayed on CPI's website, governing use of CPI's website and the ChargePoint Services by visitors who are not Service Plan subscribers.

2. **API USE.** Subscriber may use the APIs as and to the extent permitted by Subscriber's Service Plan and the API Documentation, subject to the terms and conditions of the Agreement.

2.1 **AVAILABLE APIs AND FUNCTION CALLS.** The APIs give Subscriber access to information through a set of function calls. The particular APIs and API function calls made available by CPI from time to time (and the Content available through such APIs and function calls) will be limited by Subscriber's Service Plan, and Subscriber's particular Service Plan may not include all APIs and function calls then available from CPI.

2.2 **USE AND DISPLAY OF CONTENT.** Subscriber is permitted to access, use and publicly display the Content with Subscriber Content and Services in Subscriber's API Implementation, subject to the following requirements and limitations.

(a) All Charging Station locations provided to Subscriber as part of the Content shall be clearly identified by Subscriber in Subscriber's API Implementation as ChargePoint® Network Charging Stations and shall contain the Brand Identifiers required by the API Documentation. In no event shall Subscriber's API Implementation identify or imply that any Charging Station is a part of any network of charging stations other than ChargePoint.

(b) Subscriber shall keep the Content used by Subscriber's API Implementation current with Content obtained with the APIs to within every forty eight (48) hours.

(c) Content provided to Subscriber through the APIs may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of CPI's business partners and/or other third party rights holders of Content indexed by CPI, which may not be deleted or altered in any manner.

(d) Subscriber shall not:

(i) pre-fetch, cache, or store any Content, except that Subscriber may store limited amounts of Content for the purpose of improving the performance of Subscriber's API Implementation if Subscriber does so temporarily, securely, and in a manner that does not permit use of the Content outside of the ChargePoint Service;

(ii) hide or mask from CPI the identity of Subscriber's service utilizing the APIs, including by failing to follow the identification conventions listed in the API Documentation; or

(iii) defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.

2.3 REQUIRED INFORMATION. Subscriber must:

(a) display to all viewers and users of Subscriber's API Implementation the link to the CPI Site Terms and Conditions as presented through the ChargePoint Services or described in the Documentation;

(b) explicitly state in the use terms governing Subscriber's API Implementation that, by using Subscriber's API Implementation, such viewers and users are agreeing to be bound by the CPI Site Terms; and

(c) include in Subscriber's API Implementation, and abide by, a privacy policy complying will all applicable laws; and

(d) comply with all applicable laws designed to protect the privacy and legal rights of users of Subscriber's API Implementation.

2.4 REPORTING. Subscriber must implement reporting mechanisms, if any, that CPI requires in the API Documentation.

3. CPI BRANDING REQUIREMENTS AND RESTRICTIONS.

3.1 MANDATORY CPI BRANDING. Subject to Section 3.2 below and the restrictions on use of CPI Marks set forth in the Agreement, Subscriber agrees that each page comprising Subscriber's API Implementation will include a ChargePoint logo and will state that Subscriber's application or website is provided, in part, through the ChargePoint Services.

3.2 RESTRICTIONS. Subscriber shall not:

(a) display any CPI Mark as the most prominent element on any page in Subscriber's API Implementation or Subscriber's website (except as used in connection with the display of Charging Stations); or

(b) display any CPI Mark anywhere in Subscriber's API Implementation or on Subscriber's website if Subscriber's API Implementation or website contains or displays adult content or promotes illegal activities, gambling, or the sale of tobacco or alcohol to persons under twenty-one (21) years of age.

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EXHIBIT 3
TERMS REGARDING GRANTING OF RIGHTS

This Exhibit sets forth certain additional terms and conditions applicable to Rights Grantors and Rights Grantees regarding the granting of Rights ("Rights Terms"). The Rights Terms are part of the Agreement, and all use of the ChargePoint Services permitted pursuant to the Rights Terms remains subject to the Agreement.

1. **ADDITIONAL DEFINITIONS.** The following additional definitions shall apply.

1.1 ***"Rights Grantor"*** means Subscriber.

1.2 ***"Rights Grantee"*** means a any person to whom Subscriber has granted Rights. For purposes of this Agreement, a Subscriber shall be deemed to have granted Rights to the entity assisting Subscriber with creating its account and initiating Subscriber's access to Services.

2. **TERMS.** This Section governs Subscriber's granting of Rights as a Rights Grantor.

2.1 **LIMITED RIGHTS.** A Rights Grantee's right to access and use the ChargePoint Services for and on behalf of a Rights Grantor is limited to the specific Rights granted by such Rights Grantor to such Rights Grantee. Such Rights may be limited according to the Service Plan(s) subscribed to by Subscriber. Subscriber may revoke Rights, or any portion thereof, it has granted to a Rights Grantee at will and such Rights will thereafter by terminated with respect to such Rights Grantee. In no event may Subscriber grant Rights in excess of those provided to it through the Service Plan(s) to which it has subscribed.

2.2 **RESPONSIBILITY FOR AUTHORIZED USER.** All use of the ChargePoint Services by a Rights Grantee exercising Rights granted by Subscriber shall be subject to the terms and conditions of the Agreement

2.3 **NO AGREEMENT.** Subscriber acknowledges and agrees that the ChargePoint Services merely enable a Rights Grantor to extend Rights to Rights Grantees. The mere extension of such Rights by a Rights Grantor to a Rights Grantee does not constitute an agreement between Rights Grantor and the Rights Grantee with respect to the granted Rights or the exercise of such Rights by the Rights Grantee. CPI does not, either through the terms of the Agreement or the provision of ChargePoint Services undertake to provide any such agreement. It is the responsibility of the Rights Grantor and the Rights Grantee to enter into such an agreement on terms mutually acceptable to each. CPI expressly undertakes no liability with respect to such an agreement and Rights Grantor fully and unconditionally releases CPI from any liability arising out of such an agreement.

CT4k Network Software Service Plans	Commercial
	+ Driver access control + Pricing & automatic fee collection + Waitlist + Videos + Please see attached sheet for all services

CT4k Plan Pricing	Commercial - $/Port	City of Mobile Ports	Extended Annual Price
	1 Year / 365 days $280	22	$6,160.00
	2 Year / 730 days $500	22	$11,000.00
	3 Year / 1095 days $705	22	$15,510.00
	4 Year / 1460 days $910	22	$20,020.00
	5 Year / 1825 days $1105	22	$24,310.00

Assure	Assure - Pricing	City of Mobile towers	Extended Annual Price
	1 Year / 365 days $740	7	$5,180.00
	2 Year / 730 days $1410	7	$9,870.00
	3 Year / 1095 days $2064	7	$14,448.00
	4 Year / 1460 days $2460	7	$17,220.00
	5 Year / 1825 days $2495	7	$17,465.00

Prices from Price Schedule dated: September 1, 2017

Session Fees	Per charging session rate
	10% of session fee City charges driver. City intends to charge customers $1 per hour during session. City would pay Chargepoint $0.10/hour.

APPENDIX A-1 –EVSE OPTIONS

Electric Vehicle Supply Equipment Installation and Sales Agreement between Alabama Power Company and The City of Mobile, an Alabama Class 2 Municipality

NON-NETWORKED

Clipper Creek Charger, Model HCS-40

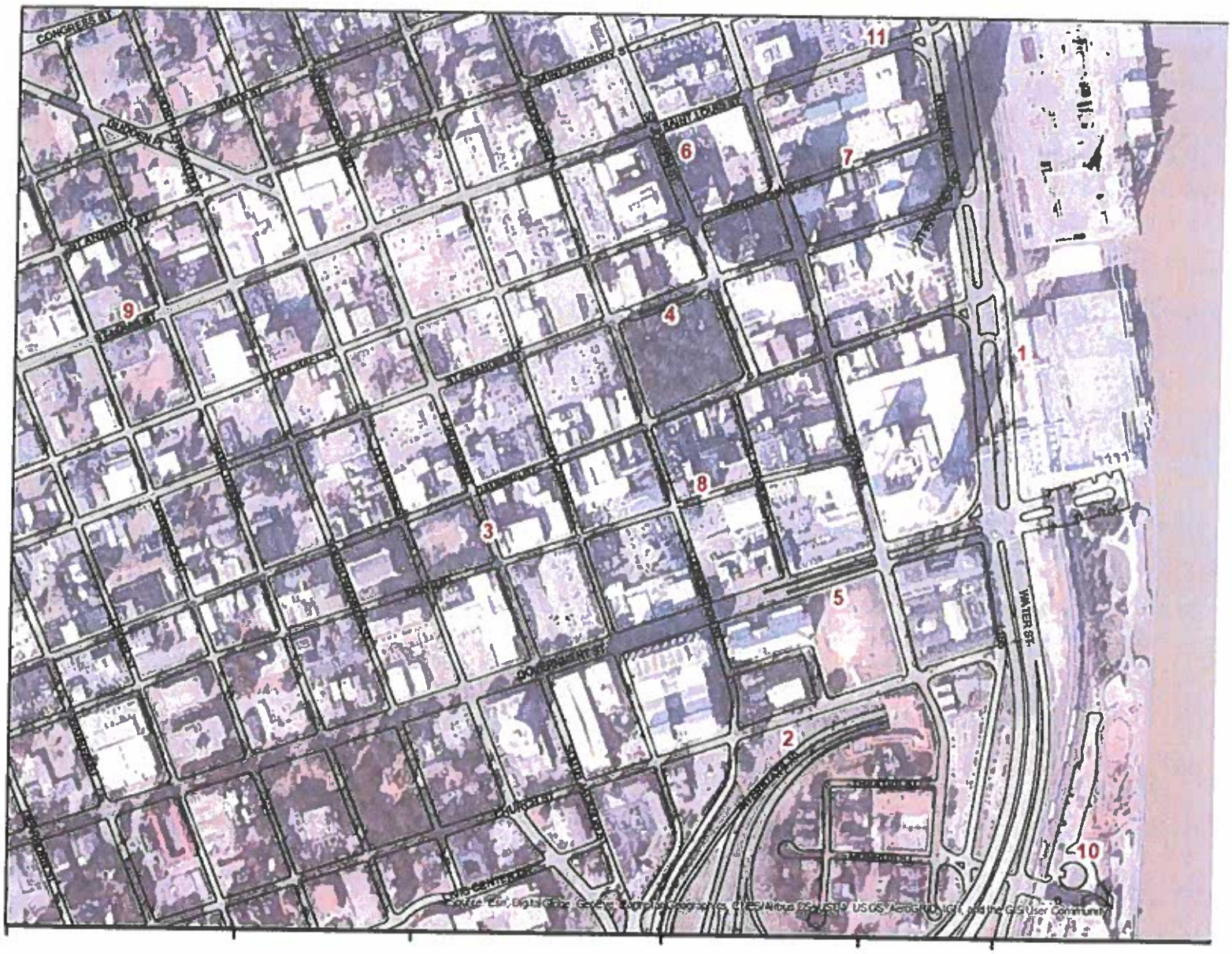
NETWORKED

ChargePoint Charger, Model CT4000

APPENDIX A-2 – DESCRIPTION OF EVSE AND ASSOCIATED FACILITIES

Electric Vehicle Supply Equipment Installation and Sales Agreement between Alabama Power Company and The City of Mobile, an Alabama Class 2 Municipality

SUGGESTED LOCATIONS



Location #1 Electric Vehicle Supply Equipment
Mobile Convention Center – Left Front Water St. Parking
1 S Water St. Mobile, Al. 36602

Two (2) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
Two (2) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #1 Associated Facilities

Four (4) 40amp 2 pole breakers
Two (2) Concrete bases for charging stations
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #2 Electric Vehicle Supply Equipment

Church St. Republic Parking Lot

155 Church St. Mobile, Al. 36602

Two (2) ClipperCreek model HCS-40R, Ruggedized 32A @ 240V Level 2 Commercial Chargers, Dual Pedestal Mount

Two (2) ClipperCreek 4' Pedestals with Charging Cable Retractor

Location #2 Associated Facilities

Four (4) 40amp 2 pole breakers

Four (4) Protective car bumpers

All wire, raceway, conduit, fittings, upgrading electrical power to 200amp service and all other materials to all EVSE components.

Location #3 Electric Vehicle Supply Equipment

Cathedral Square Parking

18 S Jackson St. Mobile, AL. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management

One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management

CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #3 Associated Facilities

Two (2) 40amp 2 pole breakers

One (1) Concrete base for charging station

All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #4 Electric Vehicle Supply Equipment
Bienville Square Parking
150 Dauphin St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #4 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #5 Electric Vehicle Supply Equipment
Mardi Gras Park Parking
108 S Royal St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #5 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
Two (2) Protective car bumpers
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #6 Electric Vehicle Supply Equipment
Federal Bldg. – St. Joseph St. between St. Michael and St. Louis Streets
155 St. Joseph St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Single Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Single Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #6 Associated Facilities

One (1) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #7 Electric Vehicle Supply Equipment
Staples Pake Bldg. on St. Michael St. between Royal & Water Streets
80 St. Michael St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #7 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #8 Electric Vehicle Supply Equipment
Old Gayfers Bldg. on Conti St. between Conception and St. Emanuel Streets
160 Conti St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #8 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #9 Electric Vehicle Supply Equipment
Buick Bldg. on St. Louis St. between N. Lawrence and Hamilton Streets
450 St. Louis St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #9 Associated Facilities

Two (2) 40amp 2 pole breakers
Two (2) Concrete bases for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #10 Electric Vehicle Supply Equipment
Mobile Cruise Terminal Gulf Quest Parking
155 S Water St. Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #10 Associated Facilities

Two (2) 40amp 2 pole breakers
Two (2) 20amp electric outlets @ located at panel
One (1) Concrete base for charging station
Two (2) Protective car bumpers
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

Location #11 Electric Vehicle Supply Equipment
St. Louis Center on St. Louis St. between Royal and Water Streets
O Bayfest Mobile, Al. 36602

One (1) ChargePoint model CT4021-GW1 Commercial Charger, Dual Output 208/240V @ 30A with Cord Management
One (1) ChargePoint model CT4001-CCM Bollard Concrete Dual Mounting Kit with Cord Management
CT4000 – 1 Prepaid year of ASSURE1 ChargePoint Network

Location #11 Associated Facilities

Two (2) 40amp 2 pole breakers
One (1) Concrete base for charging station
All wire, raceway, conduit, fittings, and other materials providing electrical power to all EVSE components

APPENDIX B – BILL OF SALE

THIS BILL OF SALE from **ALABAMA POWER COMPANY,** an Alabama corporation (hereinafter called the "Seller") to **THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY** (hereinafter called the "Purchaser");

WITNESSETH:

That the Seller, for and in consideration of Customer's operation of Electric Vehicle Supply Equipment ("EVSE"), under the terms and conditions set forth in that certain **Electric Vehicle Supply Equipment Installation and Sales Agreement** dated February 26, 2019 ("EVSE Agreement"), which is hereby acknowledged, does hereby bargain, grant, sell, and convey to the Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the personal property described on Appendix A to said EVSE Agreement (hereinafter called "the Property") and located on the real property of **THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY**.

TO HAVE AND TO HOLD to said Purchaser, its successors and assigns forever. Seller and Purchaser agree that this Bill of Sale shall be governed by Alabama law. Seller does hereby covenant with the Purchaser, its successors and assigns, that Seller shall warrant and defend the same to the Purchaser, its successors and assigns, forever against the lawful claims of all persons claiming by or through Seller, but not otherwise.

IN WITNESS WHEREOF, the said Seller and Purchaser have caused this instrument to be executed effective as of Jun 19, 2019.

ALABAMA POWER COMPANY

By: _____

Name: Patrick T. Murphy, Jr.

Title: V.P. - Marketing & Economic Development

THE CITY OF MOBILE, an ALABAMA CLASS 2 MUNICIPALITY

By: _____

Name: William S. Stimpson

Title: Mayor

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Environmental Systems Research Institute Inc for annual license renewal of GIS mapping software,

General fund.

Amount of Contract:

$100,684.93

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

ATTACHMENTS:

Description	Type	Upload Date
20220728 ESRI Agenda Package POs	Cover Memo	7/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:52 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
12507	2022	(5010) GEOGRAPHIC INF SYSTEMS	ANNUAL LICENSE RENEWAL FOR GIS MAPPING SOFTWARE (SOLE SOURCE SOFTWARE ORIGINALLY PURCHASED UNDER BID 2487)	$100,684.93	(50080) ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00012507-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/22	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER QUOTE #26092061. THIS IS A SOLE SOURCE RENEWAL TO EXISTING MAPPING SOFTWARE. MAINTENANCE AGREEMENT ON SOFTWARE PURCHASED FROM ESRI, THE SOFTWARE DEVELOPER, ON PURCHASE ORDERS: A30037, A61673 AND A6617. THESE PURCHASES WERE IN 1997 AND 1999. (MUCH OF IT IS MIGRATED MAINTENANCE.) SEND PURCHASE ORDER TO: MANNY BALLESTEROS SERVICE@ESRI.COM OR MBALLESTEROS@ESRI.COM FAX: 909-307-3083			
001	Annual Maintenance Renewal on GIS mapping software with ESRI - Customer Number# 102360	1.00 EACH	100684.93000	100684.93
	Additional Description Notes			
	ARCGIS DESKTOP ADVANCED CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 2 @ $3000 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 10 @ $1200 ARCGIS DESKTOP STANDARD CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $1500 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 2 @ $1200 ARCGIS DESKTOP BASIC CONCURENT USE: ESRI REDISTRICTING FOR ARCGIS ONLINE ANNUAL SUBSCRIPTION START DATE: 8/5/2022 END DATE: 10/31/2023 QTY 1 @ $5584.93, PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 2 @ $700 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 17 @ $500 ARCGIS DESKTOP SPATIAL ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $500 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 4 @ $200 ARCGIS 3D ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $500 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $200 ARCGIS DESKTOP BASIC SINGLE USE PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 2 @ $400 ARCGIS			

Bill To	Requisition 00012507-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5010.5010.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT	GIS
380 NEW YORK ST	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602
REDLANDS, CA 92373-8100	CREAMER@CITYOFMOBILE.ORG
Tel#909-793-2853	
Fax 909-307-3083	
	Deliver To
	GIS
	651 CHURCH STREET
	2ND FLOOR
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/22	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price
	NETWORK ANALYST FOR DESKTOP CONCURENT USE: PRIMARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $500 SECONDARY MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $200 ARCGIS BUSINESS ANALYST WEB APP ADVANCED ONLINE TERM LICENSE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 5 @ $100 ARCGIS DEVELOPER PROFESSIONAL ANNUAL SUBSCRIPTION START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $1800 ARCGIS INSIGHTS IN ARCGIS ONLINE TERM LICENSE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 3 @ $500 ARCGIS HUB PREMIUM ARCGIS ONLINE COMMUNITY TERM LICENSE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $10,000 ARCGIS ENTERPRISE ADVANCED UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $10,000 ARCGIS IMAGE SERVER UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $5000 ARCGIS MONITOR FOR ARCGIS SERVER UP TO FOUR CORES MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $2500 ARCGIS ONLINE FIELD WORKER TERM LICENSE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 60 @ $350 ARCGIS FOR SERVER ENTERPRISE ADVANCED UP TO FOUR CORES MIGRATED MAINTENANCE START DATE: 11/01/2022 END DATE: 10/31/2023 QTY 1 @ $7500 ATTN: BERENICE PEREZ or SAMANTHA RAMIREZ.			
1	1000.10.23.5010.5010.5000.0000.0000.42150.			100684.93

Ship To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Deliver To
GIS
651 CHURCH STREET
2ND FLOOR
MOBILE, AL 36602

Bill To	Requisition 00012507-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5010.5010.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Released Page 3

Vendor	Ship To
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUT 380 NEW YORK ST REDLANDS, CA 92373-8100 Tel#909-793-2853 Fax 909-307-3083	GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602 CREAMER@CITYOFMOBILE.ORG Deliver To GIS 651 CHURCH STREET 2ND FLOOR MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/22	050080				GEOGRAPHIC INFO SYSTEMS

LN	Description / Account	Qty	Unit Price	Net Price

Requisition Link

Requisition Total 100684.93

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

Account	Amount	Remaining Budget
1000.10.23.5010.5010.5000.0000.0000.42150.	100684.93	67774.82
GIS EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Queued	07/12/22	DONNA MICHELE STANLEY	
Queued	07/12/22	DONALD ROSE	
Queued	07/12/22	SANDRA LEWIS	
Queued	07/12/22	JOHN PAINE	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Quick Buildings LLC for a classroom/office building for the MFRD Training Center.

Capital equipment.

Amount of Contract:

$326,787.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220728 Quick Agenda Package POs	Cover Memo	7/28/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:53 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
12906	2022	(3032) ARCHITECTURAL ENGINEERING	CLASSROOM/OFFICE BUILDING FOR MFRD TRAINING CENTER (SEALED BID 5683)	$326,787.00	(290398) QUICK BUILDINGS LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00012906-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	7/22/2022 Delivery & setup may be duplicated on entry screen.			
001	BUILDING: TITAN MODULAR, PORTABLE BUILDING, 48"X64", BUILDING TO BE AS PER FLOOR PLAN “A” AS PROVIDED WITH THE VENDOR’S RESPONSE TO THE BID. BUILDING TO BE DELIVERED TO AND SET UP AT THE CITY OF MOBILE FIRE DEPARTMENT DRILL CENTER ON OWENS STREET. FLOOR PLAN A, IS TO BE PROVIDED THERE SHALL BE NO CHANGES TO THIS PURCHASE ORDER WITHOUT THE PRIOR WRITTEN PERMISSION OF THE PURCHASING AGENT OF THE CITY OF MOBILE, AND SUCH CHANGE WILL BE ACCOMPANIED BY A WRITTEN PURCHASE OR DEMOTED BY A “-01, -02, -03, ETC.”- FOLLOWING THE EIGHT (8) DIGIT PURCHASE ORDER NUMBER. NO FIREFIGHTER, DRIVER, CAPTAIN, DISTRICT CHIEF, ASSISTANT CHIEF OR CHIEF OF DEPARTMENT FIRE MECHANIC, FIRE MECHANIC SUPERVISOR, OR GARAGE SUPERVISOR, ANY EMPLOYEE OF THE ARCHITURE ENGINEERING DEPARTMENT, HAS THE AUTORITY NOR PERMISSION TO COMMIT THE CITY TO ANY CHANGES OR ADDITIONAL EXPENSE	1.00 EACH	326787.00000	326787.00

Bill To	Requisition 00012906-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	BEYOND THE SCOPE OF THIS PURCHASE ORDER. THE ONLY PERSON TO APPROVE ANY CHANGES IS THE PURCHASING AGENT OF THE CITY OF MOBILE, THERE WILL BE NO DELEGATION OF AUTHORITY TO ANY OTHER CITY EMPLOYEE. ALL CHANGES WILL BE DONE VIA A WRITTEN PURCHASE ORDER. ANY CHANGES MADE OUTSIDE OF THESE CONDITIONS, WILL BE DONE AT THE SOLE EXPENSE OF THE VENDOR. AS PER MY BID #5683 AND YOUR QUOTE			
	Additional Description Notes			

	CONTACT C BOATWRIGHT FOR DELIVERY INSTRUCTIONS @ 251.208.7627 OR 251.421.6309			
1	2000.80.00.0000.0000.0000.0000.0000.47010. E C0474 .CAPEQUIPMT. .			326787.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To			

Bill To	Requisition 00012906-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			

Requisition Link

Requisition Total 326787.00

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

Account			Amount	Remaining Budget
E C0474	.CAPEQUIPMT.	.	326787.00	68793.21

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.47010.	326787.00	

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER $5000)

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

Activity	Date	Clerk	Comment
Approved	07/22/22	JEREMY LAMI	Auto approved by: 910512538
Approved	07/22/22	BARRY GLISSON	Approved Per Chief Lami
Approved	07/22/22	JAMES FRANK	Auto approved by: 910512538
Approved	07/22/22	BRENDA RHODES	
Approved	07/22/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/22/22	RELYA MALLORY	Auto approved by: 910511034
Approved	07/28/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	07/28/22	DONALD ROSE	Auto approved by: 9105paij
Approved	07/28/22	SANDRA LEWIS	Auto approved by: 9105paij
Approved	07/28/22	JOHN PAINE	
Queued	07/28/22	JEREMY LAMI	

Bill To	Requisition 00012906-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
QUICK BUILDINGS LLC	ARCHITECTURAL ENGINEERING
703 MERWINA AVE	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36606	
Tel#251-471-8012	Delivery Reference
Fax 251-473-4403	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/28/22	290398				ARCHITECTURAL ENGINEERING

LN	Description / Account		Qty	Unit Price	Net Price
	Queued	07/28/22 BARRY GLISSON			
	Queued	07/28/22 JAMES FRANK			
	Pending	BRENDA RHODES			
	Pending	TIFFANY HOLLINS			
	Pending	RELYA MALLORY			
	Pending	DONNA MICHELE STANLEY			
	Pending	DONALD ROSE			
	Pending	SANDRA LEWIS			
	Pending	JOHN PAINE			

Authorized By: _____ Date: _____
Signature

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: 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:
5/11/2022	5683	ARCHITECTURAL ENGINEERING	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. THURSDAY, JUNE 2, 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
1 EACH	**PORTABLE / TEMPORARY BUILDING FOR CLASSROOM & OFFICE** Portable/Temporary Building for Classroom with minimum size of approximately 60' x 48'. Building should have a minimum of 2 restroooms, 8 office areas, and a large open area to be used as a classroom. Building to be provided with steps and ADA Ramp. Vendor will be responsible to deliver the building, set up, block up and anchor the building site. This will include providing and setting steps and ramps. The City of Moile will make the final connections for electrical, fresh water and wastewater connections. The structure can be new or like new. Vendor will need to provide full description of the condition of the building(s) to be provided. The City reserves the right to inspect the building prior to award and issuance of the purchase order. The City will either purchase the structure out right or rent the structure on a month-to-month basis depending upon which option in the City's sole discretion is of the better value to the City's needs. 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

PRICING

RENTAL

MONTHLY RENTAL – Include in monthly price:
the Building, Steps, Ramps, & any additional items.

INSTALLATION COST – To Include delivery, blocking & anchoring. City will make electrical plumbing connections.

REMOVAL COST – To remove & transport building away from site.

PURCHASE OF THE BUILDING OUTRIGHT
Include Building, Steps, Ramps, Shipping/Delivery, Setting Up Building, Blocking & Anchoring of the Building.
Providing, Setting & Anchoring of Steps & Ramps.
The City will make final electrical & plumbing connections.

Vendor may quote alternate rental or purchase options, or only rental or only purchase option(s). You may use additional sheets.

Vendor shall provide literature & specifications on structure to be provided as well as the condition of the structure.

You may list additional quote options on additional sheets.

Vendor will be required to provide to provide Engineer Drawings of the structure done by an Engineer licensed in the State of Alabama prior to final award.

Vendor will need a City of Mobile Business License.
See Item 14 on reverse of page 1.

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.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	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

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 Licenseand 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 251-208-7434 or purchasing@cityofmobile.org.

Questions answered by empoyees other than the Purchasing Department will not be official and will not be honored. Only answers by the Purchasing Agent will be official. Questions to and answered by members of the Fire Department will not be official or honored.

THE ABOVE TO BE AWARDED ON 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 completed order.

SPECIFICATIONS

Approximate minimum size 60'x48'

Two (2) Bathrooms

Eight (8) Spaces for offices

One (1) Large Open Area for Classroom

One (1) Set of Stairs

One (1) Set ADA Compliant Ramp

To Be Heated & Cooled – Central HVAC Unit w/Control

To Have Electrical Connections

To Have Hurricane Tie Downs

Anchors for Hurricane Tie Downs

Delivery, Set Up, Installation & Anchoring to be included.

New or Like New Condition

The following will need to be provided by the Vendor to the City of Mobile prior to the award of the bid:

1. Street Ticket
2. Building Permit Application
3. Modular/Manufacture Building Plans
4. Site Plan/Plat Plan
5. Tie down/Foundation detail/Specification
6. Entry Details/Specification

For the Land Disturbance Review please include:

1. Construction stamped and signed by an Alabama Professional

The forms can be obtained from the City of Mobile Build Mobile Permitting and Development Division.
These forms may be found at:
https://www.buildmobile.org/forms-and-applications/

For questions on the permitting process with the above forms, contact Build Mobile at (251)208-5895.

There are additional forms to be completed, but the above forms will be required of the Vendor. The City will handle any other required forms.

For more information on the above requirements, contact Build Mobile and speak with Frank Palumbo or David Porter. Tell them you are working on a bid for the Fire Department Portable Building (251)208-5895.

PRICING INFORMATION

Building Brand _____

Model _____

Size _____

Price to Purchase _____

Monthly Rental
If Rented _____

Delivery & Set Up
Whether Purchase
or Rental _____

Removal
If Rental _____

NOTE: Price to purchase or rent should include the steps and ramps. Individual pricing of, or monthly rental pricing of ramps and steps is not acceptable.

NOTE: City will make final electrical and plumbing connections.

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:8/2/2022

Submitted by:

Cody Scott, Deputy Director of Pensions

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To provide all funds necessary to the Alabama Employees' Retirement System to cover the cost of a one-time, lump sum payment, estimated at $470,000 for eligible retirees and beneficiaries of deceased retirees of the City of Mobile.

Funding Source

Project # **Discretionary Funds**

Project String General Fund **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/28/2022 - 10:07 AM
Capital	Rhodes, Brenda	Approved	7/28/2022 - 10:07 AM
Legal	Kern, Chris	Rejected	7/28/2022 - 10:51 AM
Capital	Mallory, Relya	Approved	7/28/2022 - 11:17 AM
Capital	Hollins, Tiffany	Approved	7/28/2022 - 11:25 AM
Legal	Kern, Chris	Approved	7/28/2022 - 11:54 AM
Mayors			7/28/2022 - 2:51

Office	Montgomery, Brandi	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Cody Scott, Deputy Director of Pensions

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

The purpose is to cover costs of a one-time, lump sum payment for the eligible members and eligible surviving beneficiaries of the Mobile Police and Fire Pension Fund estimated at $465,000.00.

Funding Source

Project # **Discretionary Funds**

Project String General Fund **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	7/28/2022 - 9:57 AM
Capital	Rhodes, Brenda	Approved	7/28/2022 - 10:08 AM
Legal	Kern, Chris	Rejected	7/28/2022 - 10:52 AM
Capital	Hollins, Tiffany	Approved	7/28/2022 - 11:27 AM
Capital	Hollins, Tiffany	Approved	7/28/2022 - 11:28 AM
Legal	Kern, Chris	Approved	7/28/2022 - 11:53 AM
Mayors			7/28/2022 - 2:52

Office	Montgomery, Brandi	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide grease trap inspections, maintenance and pumping at various City of Mobile facilities

Amount of Contract:

$36,675.00 total ($12,225.00 per year for three years)

Funding Source

Project # Various City Facilities - Grease Trap Inspections, Maintenance and Pumping SC-037-22	**Discretionary Funds**
Project String 10043037-42150	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-037-22 Various City Facilities - Grease Trap Inspections, Maintenance and Pumping	Cover Memo	7/25/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	7/26/2022 - 11:31 AM
Budget	Holt, Robert	Approved	7/28/2022 - 9:01 AM
			7/28/2022 -

Legal	Kern, Chris	Approved	11:06 AM
Legal	Kern, Chris	Approved	7/28/2022 - 11:06 AM
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:50 PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	SOUTHERN GREASE HAULING, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING (3-YEAR SERVICE CONTRACT)
Project Number:	SC-037-22
Amount:	$12,225.00 FIRST YEAR 12,225.00 SECOND YEAR 12,225.00 THIRD YEAR $36,675.00 ENTIRE 3-YEAR CONTRACT TOTAL

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____.

Between the **OWNER**: City of Mobile
205 Government Street
Mobile, Alabama 3633

And the **SERVICE CONTRACTOR**: Southern Grease Hauling, Inc.
2001 W- I-65 Service Road N
Mobile, Alabama 36616

City of Mobile License Number: **95435**

for the following PROJECT:

PROJECT NAME: Service Contract – Grease Trap Inspections, Maintenance & Pumping

PROJECT LOCATION: Various City of Mobile Facilities

PROJECT NUMBER: SC-037-22

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2. The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the initial term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Year 1 – Initial Term: $12,225.00

Year 2- 1st Additional Term: $12,225.00

Year 3 – 2nd Additional Term: $12,225.00

Total: $36,675.00

Total Contract Amount (Year 1, 2, and 3 Total):

Thirty Six Thousand Six Hundred Seventy Five and 00/100 Dollars ($36,675.00)
(Amount in Words) (Amount in Numbers)

Contract Amount shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

3.2 SCHEDULE OF VALUES:

Year 1 – Initial Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$200.00
Dotch Community Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$275.00
Figures Park Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$275.00
**Fire Station - Crichton	200 Davenport Avenue	In Ground – 21 Gallons	$200.00
**Fire Station #1	6801 Overlook Road	Under Sink – 20 Gallons	$200.00
**Fire Station #7	5525 Commerce Boulevard	Under Sink – 20 Gallons	$200.00
Fire Station #18	700 Museum Drive	In Ground – 1,000 Gallons	$275.00
Fire Station #26	8080 Airport Boulevard	In Ground – 1,000 Gallons	$275.00
**Fire Station #28	7050 Old Military Road	In Ground – 21 Gallons	$200.00
**Garbage Compactor	North Joachim Street	In Ground – 125 Gallons	$200.00
Garbage Compactor - Library Administration Building	700 Government Street	In Ground – 125 Gallons	$200.00
**Gulf Coast Exploreum	65 Government Street	Under Sink – 15 Gallons	$200.00
Harmon Recreation Center	1611 Belfast Street	In Ground – 1,000 Gallons	$275.00
Henry Aaron Park Concession	2010 Andrews Street	Under Sink – 20 Gallons	$200.00
Hillsdale Park Community Center	558 Fellhorn Road	In Ground – 1,500 Gallons	$400.00
Hope (Plateau) Community Center	850 Edwards Street	Under Sink – 20 Gallons	$200.00

James Seals Recreation Center	540 Texas Street	In Ground – 1,000 Gallons	$ 275.00
Leola B. Tricksey Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Maitre Park	2412 Halls Mill Road	In Ground – 30 Gallons	$ 200.00
Medal of Honor Park Football Concession	1171 Hillcrest Road	Under Sink – 20 Gallons	$ 200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mobile Civic Center	401 Civic Center Drive	In Ground – 1,000 Gallons	$ 275.00
Mobile Museum of Art	4850 Museum Drive	Under Sink – 20 Gallons	$ 200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$ 400.00
Recycling Compactor - Police HQ	Pinehill Drive	In Ground – 125 Gallons	$ 200.00
Recycling Compactor – WAC	4851 Museum Drive	In Ground – 125 Gallons	$ 200.0
Rickarby Park Recreation Center	550 Rickarby Street	In Ground – 1,500 Gallons	$ 400.00
**S.A.I.L. Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$ 200.00
Springhill Recreation Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$ 275.00
Sullivan Park Community Center	351 North Catherine Street	In Ground – 1,000 Gallons	$ 275.00
Theodore Park	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$ 200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$ 275.00
TOTAL			**$12,225.00**

** = 4 visits per year.

Year 2- 1st Additional Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$ 200.00
Dotch Community Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Figures Park Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$ 275.00
Fire Station - Crichton	200 Davenport Avenue	In Ground – 21 Gallons	$ 200.00
**Fire Station #1	6801 Overlook Road	Under Sink – 20 Gallons	$ 200.00
**Fire Station #7	5525 Commerce Boulevard	Under Sink – 20 Gallons	$ 200.00
Fire Station #18	700 Museum Drive	In Ground – 1,000 Gallons	$ 275.00
Fire Station #26	8080 Airport Boulevard	In Ground – 1,000 Gallons	$ 275.00
**Fire Station #28	7050 Old Military Road	In Ground – 21 Gallons	$ 200.00
**Garbage Compactor	North Joachim Street	In Ground – 125 Gallons	$ 200.00
**Garbage Compactor- Library Admin.	700 Government Street	In Ground – 125 Gallons	$ 200.00
** Gulf Coast Exploreum	65 Government Street	Under Sink – 15 Gallons	$ 200.00
Harmon Recreation Center	1611 Belfast Street	In Ground – 1,000 Gallons	$ 275.00
Henry Aaron Park Concession	2010 Andrews Street	Under Sink – 20 Gallons	$ 200.00

Hillsdale Park Community Center	558 Fellhorn Road	In Ground – 1,500 Gallons	$400.00
Hope (Plateau) Community Center	850 Edwards Street	Under Sink – 20 Gallons	$200.00
James Seals Recreation Center	540 Texas Street	In Ground – 1,000 Gallons	$275.00
Tricksey Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$275.00
Maitre Park	2412 Halls Mill Road	In Ground – 30 Gallons	$200.00
Medal of Honor Park -Football Concession	1171 Hillcrest Road	Under Sink – 20 Gallons	$200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$200.00
Mims Park - Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$200.00
Mobile Civic Center	401 Civic Center Drive	In Ground – 1,000 Gallons	$275.00
Mobile Museum of Art	4850 Museum Drive	Under Sink – 20 Gallons	$200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$400.00
Recycling Compactor - Police HQ	Pinehill Drive	In Ground – 125 Gallons	$200.00
Recycling Compactor - WAC	4851 Museum Drive	In Ground – 125 Gallons	$200.00
Rickarby Park Recreation Center	550 Rickarby Street	In Ground – 1,500 Gallons	$400.00
** S.A.I.L. Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$200.00
Springhill Recreation Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$275.00
Sullivan Park Community Center	351 North Catherine Street	In Ground – 1,000 Gallons	$275.00
Theodore Park	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$275.00
TOTAL			**$12,225.00**

Year 3 – 2nd Additional Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$200.00
Dotch Community Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$275.00
Figures Park Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$275.00
** Fire Station	200 Davenport Avenue	In Ground – 21 Gallons	$200.00
**Fire Station #1	6801 Overlook Road	Under Sink – 20 Gallons	$200.00
**Fire Station #17	5525 Commerce Boulevard	Under Sink – 20 Gallons	$200.00
Fire Station #18	700 Museum Drive	In Ground – 1,000 Gallons	$275.00
Fire Station #26	8080 Airport Boulevard	In Ground – 1,000 Gallons	$275.00
Fire Station #28	7050 Old Military Road	In Ground – 21 Gallons	$200.00
**Garbage Compactor	North Joachim Street	In Ground – 125 Gallons	$200.00
Garbage Compactor- Library Administration	700 Government Street	In Ground – 125 Gallons	$200.00
Gulf Coast Exploreum	65 Government Street	Under Sink – 15 Gallons	$200.00
Harmon Recreation Center	1611 Belfast Street	In Ground – 1,000 Gallons	$275.00

Henry Aaron Park Concession	2010 Andrews Street	Under Sink – 20 Gallons	$200.00
Hillsdale Park Community Center	558 Fellhorn Road	In Ground – 1,500 Gallons	$400.00
Hope Community Center	850 Edwards Street	Under Sink – 20 Gallons	$200.00
Seals Recreation Center	540 Texas Street	In Ground – 1,000 Gallons	$275.00
Leola Tricksey Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$275.00
Maitre Park	2412 Halls Mill Road	In Ground – 30 Gallons	$200.00
Medal of Honor Park Football Concession	1171 Hillcrest Road	Under Sink – 20 Gallons	$200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$200.00
Mims Park - Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$200.00
Mobile Civic Center	401 Civic Center Drive	In Ground – 1,000 Gallons	$275.00
Mobile Museum of Art	4850 Museum Drive	Under Sink – 20 Gallons	$200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$400.00
Recycling Compactor - Police HQ	Pinehill Drive	In Ground – 125 Gallons	$200.00
Recycling Compactor - WAC	4851 Museum Drive	In Ground – 125 Gallons	$200.00
Rickarby Park Recreation Center	550 Rickarby Street	In Ground – 1,500 Gallons	$400.00
**S.A.I.L. Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$200.00
Springhill Recreation Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$275.00
Sullivan Park Community Center	351 North Catherine Street	In Ground – 1,000 Gallons	$275.00
Theodore Park	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$275.00
TOTAL			**$12.225.00**

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $200.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $300.00 per hour
C. Overtime Holidays (City Holidays): $300.00 per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent**.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a semiannual basis, for completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Bid Form #2 and Bid Bond	9 pages
2. Section 01000, dated June 6, 2022	
– Scope of Work	1 page
3. Exhibit A – Locations	1 page
4. Addendum #1	2 pages
5. This Instrument (Agreement)	11 pages
6. Certificates of Insurance with endorsements and E-Verify Documentation	5 pages
7. General Conditions	6 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person

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

C. Excess/Umbrella Liability insurance
1. $1,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

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

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

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this

Agreement. Contractor shall not assign, sublet or transfer his interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

8.2 This Agreement represents the entire and integrated agreement between the Owner and Service Contractor and supersedes all prior negotiations, understandings or agreements wither written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

8.3 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

8.4 Indemnification: The Service Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Service Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

8.6 Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

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

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

8.9 Service Contractor shall obtain, at his own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.

8.10 Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Service 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 Service Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore

8.11 Anti-discrimination: Service 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. Service Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile

8.12 Method of Payment: Contractor shall provide two copies of invoices to the Architectural Engineering Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.

8.13 Termination of Contract: The City may terminate the contract upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.

8.14 Dispute Resolution: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

8.15 Force Majeure: In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Acts of God, pandemics, or other reasons of a like nature, not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

8.16 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 10. Immigration Laws

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 there from.

ARTICLE 11. Public Contracts with Entities Engaging in Certain Boycott Activities

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

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

ARTICLE 12. Signature:

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

OWNER: City of Mobile

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
Southern Grease Hauling, Inc.

Kathryn Smith
Signature

Kathryn Smith, President
Printed Name and Title

ATTEST:

_____
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Kathryn Smith **as** President **of** Souther Grease Haul **and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of** President.
Sworn to and subscribed for me this 11 **day of** July, **2022.**

My Commission Expires
February 21, 2026

END OF SECTION

SECTION 01000 – SCOPE OF WORK
June 6, 2022

Scope of Services:
Service Contractor shall provide quarterly inspections of the grease traps at various City of Mobile locations, as listed in Exhibit A – Grease Trap Locations. Each facility is unique and will have one of two types of grease traps: an under-sink diverter of up to 10 pounds; or an in-ground grease trap containment unit containing 100 to 1,000 gallons, depending on the location.

Basic Services:
The Service Contractor will be required to perform inspections, maintenance & pumping of each tank per the Mobile Area Water & Sewer System's (MAWSS), Food Service Facility Grease Control Manual, January 2004, revised January 2010. Inspections must include using the "25% Rule", visual inspections, and any mechanical inspections, as required.

The Service Contractor shall completely remove all grease waste from the grease trap by backwashing, steaming, hydro blasting, and additional vacuuming to remove all waste materials, etc. (as approved by the MAWSS). Removal of the manhole cover may be required as part of this process to allow the cleaning to be performed and will be the responsibility of the Service Contractor to replace and secure the manhole cover once cleaning is completed.

Proper disposal of all waste materials shall be the responsibility of the Service Contractor and shall be performed as per the MAWSS Food Service Facility Grease Control Manual and in accordance with all MAWSS procedures and policies.

The maximum number of gallons to be pumped under Basic Services is 30,000 gallons per year. Additional pumping over 30,000 gallons per will be performed under Additional Services as specified below. If less than 30,000 gallons are pumped per year, Service Contractor will be paid for only the number of gallons pumped in accordance with the Inspections, Maintenance & Pumping of Grease Traps listed under Contract Sum, Section 3.1 of the Agreement.

All required documentation for each location shall be submitted to the Service Contract Administration upon completion of any work at each location.

Additional Services:
Additional pumping over 30,000 gallons per year and required maintenance not covered under Basic Services and the Mobile Area Water & Sewer System (MAWSS), Food Service Facility Grease Control Manual (current edition), will be performed as Additional Services and shall be billed against the Allowance in accordance with the Unit Prices listed in the Agreement.

Prior to beginning any Additional Service work, a report of existing conditions along with a request for Additional Services with cost estimate shall be submitted to the Service Contract Administrator for review and approval. No work shall be performed by the Service Contractor without written approval by the Service Contract Administrator.

The Service Contractor, upon executing this Agreement, acknowledges and accepts full responsibility for all activities related to this Scope of Work and all work performed under this Agreement.

END OF SECTION

EXHIBIT A – GREASE TRAP LOCATIONS

	Location Name	Address	Type/Size
1	Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons
3	Dotch Community Center	3100 Bank Avenue	In Ground – 1,000 Gallons
4	Figures Park Community Center	1868 Allison Street	In Ground – 1,000 Gallons
5	Fire Station - Crichton	200 Davenport Avenue	In Ground – 21 Gallons
6	Fire Station #1	6801 Overlook Road	Under Sink – 20 Gallons
7	Fire Station #7	5525 Commerce Boulevard	Under Sink – 20 Gallons
	Fire Station #18	700 Museum Drive	In Ground – 1,000 Gallons
8	Fire Station #26	8080 Airport Boulevard	In Ground – 1,000 Gallons
9	Fire Station #28	7050 Old Military Road	In Ground – 21 Gallons
10	Garbage Compactor – Hilton Garden Inn	North Joachim Street	In Ground – 125 Gallons
11	Garbage Compactor - Library Administration Building	700 Government Street	In Ground – 125 Gallons
12	Gulf Coast Exploreum	65 Government Street	Under Sink – 15 Gallons
13	Harmon Recreation Center	1611 Belfast Street	In Ground – 1,000 Gallons
14	Henry Aaron Park Concession	2010 Andrews Street	Under Sink – 20 Gallons
15	Hillsdale Park Community Center	558 Fellhorn Road	In Ground – 1,500 Gallons
16	Hope (Plateau) Community Center	850 Edwards Street	Under Sink – 20 Gallons
17	James Seals Recreation Center	540 Texas Street	In Ground – 1,000 Gallons
18	Leola B. Tricksey Center	3100 Bank Avenue	In Ground – 1,000 Gallons
19	Maitre Park	2412 Halls Mill Road	In Ground – 30 Gallons
20	Medal of Honor Park Football Concession	1171 Hillcrest Road	Under Sink – 20 Gallons
21	Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons
22	Mims Park - Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons
23	Mobile Civic Center	401 Civic Center Drive	In Ground – 1,000 Gallons
24	Mobile Museum of Art	4850 Museum Drive	Under Sink – 20 Gallons
25	Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons
26	Recycling Compactor - Police HQ	Pinehill Drive	In Ground – 125 Gallons
27	Recycling Compactor – WAC	4851 Museum Drive	In Ground – 125 Gallons
28	Rickarby Park Recreation Center	550 Rickarby Street	In Ground – 1,500 Gallons
29	S.A.I.L. Center	5475 Boykin Boulevard	Under Sink – 20 Gallons
30	Springhill Recreation Center	1151 Springhill Avenue	In Ground – 1,000 Gallons
31	Sullivan Park Community Center	351 North Catherine Street	In Ground – 1,000 Gallons
33	Theodore Park	7161 Old Military Road-Theodore	Under Sink – 20 Gallons
34	Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons

Service Contractor to verify locations, model, and type during field inspections.

BID FORM #2

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – GREASE TRAP INSPECTIONS, MAINTENANCE & PUMPING

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-037-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated June 7, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Southern Grease Hauling, Inc.

ADDRESS: 2001 W I-65 Service Road N Mobile, AL 36618 **PHONE** 251-581-0672

CITY OF MOBILE BUSINESS LICENSE NUMBER: 95435

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: N/A

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[X] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

BASE BID

Quotes shall include all applicable sales and use taxes.

Year 1 – Initial Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$ 200.00
Dotch Community Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$275.00
Figures Park Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$275.00
**Fire Station - Crichton	200 Davenport Avenue	In Ground – 21 Gallons	$200.00
**Fire Station #1	6801 Overlook Road	Under Sink – 20 Gallons	$ 200.00
**Fire Station #7	5525 Commerce Boulevard	Under Sink – 20 Gallons	$ 200.00
Fire Station #18	700 Museum Drive	In Ground – 1,000 Gallons	$275.00
Fire Station #26	8080 Airport Boulevard	In Ground – 1,000 Gallons	$275.00
**Fire Station #28	7050 Old Military Road	In Ground – 21 Gallons	$ 200.00
**Garbage Compactor	North Joachim Street	In Ground – 125 Gallons	$ 200.00
Garbage Compactor - Library Administration Building	700 Government Street	In Ground – 125 Gallons	$ 200.00
**Gulf Coast Exploreum	65 Government Street	Under Sink – 15 Gallons	$ 200.00
Harmon Recreation Center	1611 Belfast Street	In Ground – 1,000 Gallons	$ 275.00
Henry Aaron Park Concession	2010 Andrews Street	Under Sink – 20 Gallons	$ 200.00
Hillsdale Park Community Center	558 Fellhorn Road	In Ground – 1,500 Gallons	$400.00
Hope (Plateau) Community Center	850 Edwards Street	Under Sink – 20 Gallons	$ 200.00
James Seals Recreation Center	540 Texas Street	In Ground – 1,000 Gallons	$ 275.00
Leola B. Tricksey Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Maitre Park	2412 Halls Mill Road	In Ground – 30 Gallons	$ 200.00
Medal of Honor Park Football Concession	1171 Hillcrest Road	Under Sink – 20 Gallons	$200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$200.00
Mobile Civic Center	401 Civic Center Drive	In Ground – 1,000 Gallons	$275.00
Mobile Museum of Art	4850 Museum Drive	Under Sink – 20 Gallons	$200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$400.00
Recycling Compactor - Police HQ	Pinehill Drive	In Ground – 125 Gallons	$200.00
Recycling Compactor – WAC	4851 Museum Drive	In Ground – 125 Gallons	$200.00
Rickarby Park Recreation Center	550 Rickarby Street	In Ground – 1,500 Gallons	$400.00
**S.A.I.L. Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$200.00
Springhill Recreation Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$275.00
Sullivan Park Community Center	351 North Catherine Street	In Ground – 1,000 Gallons	$275.00

Theodore Park	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$ 200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$ 275.00
TOTAL			$12,225.00

** = 4 visits per year.

Year 2- 1st Additional Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$ 200.00
Baumhauer-Randle Park	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Dotch Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$ 275.00
Figures Park Community Center	200 Davenport Avenue	In Ground – 21 Gallons	$ 200.00
**Fire Station - Crichton	6801 Overlook Road	Under Sink – 20 Gallons	$ 200.00
**Fire Station #1	5525 Commerce Boulevard	Under Sink – 20 Gallons	$ 200.00
**Fire Station #7	700 Museum Drive	In Ground – 1,000 Gallons	$ 275.00
Fire Station #18	8080 Airport Boulevard	In Ground – 1,000 Gallons	$ 275.00
Fire Station #26	7050 Old Military Road	In Ground – 21 Gallons	$ 200.00
**Fire Station #28	North Joachim Street	In Ground – 125 Gallons	$ 200.00
**Garbage Compactor	700 Government Street	In Ground – 125 Gallons	$ 200.00
Garbage Compactor - Library Administration Building	65 Government Street	Under Sink – 15 Gallons	$ 200.00
**Gulf Coast Exploreum	1611 Belfast Street	In Ground – 1,000 Gallons	$ 275.00
Harmon Recreation Center	2010 Andrews Street	Under Sink – 20 Gallons	$ 200.00
Henry Aaron Park Concession	558 Fellhorn Road	In Ground – 1,500 Gallons	$ 400.00
Hillsdale Park Community Center	850 Edwards Street	Under Sink – 20 Gallons	$ 200.00
Hope (Plateau) Community Center	540 Texas Street	In Ground – 1,000 Gallons	$ 275.00
James Seals Recreation Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Leola B. Tricksey Center	2412 Halls Mill Road	In Ground – 30 Gallons	$ 200.00
Maitre Park	1171 Hillcrest Road	Under Sink – 20 Gallons	$ 200.00
Medal of Honor Park Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Football Concession	401 Civic Center Drive	In Ground – 1,000 Gallons	$ 275.00
Mobile Civic Center	4850 Museum Drive	Under Sink – 20 Gallons	$ 200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$ 400.00
Mobile Museum of Art	Pinehill Drive	In Ground – 125 Gallons	$ 200.00
Recycling Compactor - Police HQ	4851 Museum Drive	In Ground – 125 Gallons	$ 200.00
Recycling Compactor – WAC	550 Rickarby Street	In Ground – 1,500 Gallons	$ 400.00
Rickarby Park Recreation Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$ 200.00

**S.A.I.L. Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$ 275.00
Springhill Recreation Center	351 North Catherine Street	In Ground – 1,000 Gallons	$ 275.00
Sullivan Park Community Center	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$ 200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$ 275.00
TOTAL			$ 12,225.00

Year 3 – 2nd Additional Term:

FACILITY	ADDRESS	GREASE TRAP	PRICE PER VISIT
Baumhauer-Randle Park	1901 Duval Street	In Ground – 40 Gallons	$ 200.00
Baumhauer-Randle Park	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Dotch Community Center	1868 Allison Street	In Ground – 1,000 Gallons	$ 275.00
Figures Park Community Center	200 Davenport Avenue	In Ground – 21 Gallons	$ 200.00
**Fire Station - Crichton	6801 Overlook Road	Under Sink – 20 Gallons	$ 200.00
**Fire Station #1	5525 Commerce Boulevard	Under Sink – 20 Gallons	$ 200.00
**Fire Station #7	700 Museum Drive	In Ground – 1,000 Gallons	$ 275.00
Fire Station #18	8080 Airport Boulevard	In Ground – 1,000 Gallons	$ 275.00
Fire Station #26	7050 Old Military Road	In Ground – 21 Gallons	$ 200.00
**Fire Station #28	North Joachim Street	In Ground – 125 Gallons	$ 200.00
**Garbage Compactor	700 Government Street	In Ground – 125 Gallons	$ 200.00
Garbage Compactor - Library Administration Building	65 Government Street	Under Sink – 15 Gallons	$ 200.00
**Gulf Coast Exploreum	1611 Belfast Street	In Ground – 1,000 Gallons	$ 275.00
Harmon Recreation Center	2010 Andrews Street	Under Sink – 20 Gallons	$ 200.00
Henry Aaron Park Concession	558 Fellhorn Road	In Ground – 1,500 Gallons	$ 400.00
Hillsdale Park Community Center	850 Edwards Street	Under Sink – 20 Gallons	$ 200.00
Hope (Plateau) Community Center	540 Texas Street	In Ground – 1,000 Gallons	$ 275.00
James Seals Recreation Center	3100 Bank Avenue	In Ground – 1,000 Gallons	$ 275.00
Leola B. Tricksey Center	2412 Halls Mill Road	In Ground – 30 Gallons	$ 200.00
Maitre Park	1171 Hillcrest Road	Under Sink – 20 Gallons	$ 200.00
Medal of Honor Park Football Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Baseball Concession	5400 Grishilde Drive	Under Sink – 20 Gallons	$ 200.00
Mims Park - Football Concession	401 Civic Center Drive	In Ground – 1,000 Gallons	$ 275.00
Mobile Civic Center	4850 Museum Drive	Under Sink – 20 Gallons	$ 200.00
Mobile Museum of Art	4850 Museum Drive	In Ground – 1,500 Gallons	$ 400.00
Mobile Museum of Art	Pinehill Drive	In Ground – 125 Gallons	$ 200.00
Recycling Compactor - Police HQ	4851 Museum Drive	In Ground – 125 Gallons	$ 200.00

Recycling Compactor – WAC	550 Rickarby Street	In Ground – 1,500 Gallons	$ 400.00
Rickarby Park Recreation Center	5475 Boykin Boulevard	Under Sink – 20 Gallons	$ 200.00
**S.A.I.L. Center	1151 Springhill Avenue	In Ground – 1,000 Gallons	$ 275.00
Springhill Recreation Center	351 North Catherine Street	In Ground – 1,000 Gallons	$ 275.00
Sullivan Park Community Center	7161 Old Military Road-Theodore	Under Sink – 20 Gallons	$ 200.00
Tillman's Corner Community Center	5055 Carol Plantation Road	In Ground – 1,000 Gallons	$ 275.00
TOTAL			$ 12,225.00

Total Bid Amount (Year 1, 2, and 3 Total): _____

Thirty Six Thousand Six Hundred Seventy Five dollard and no cents Dollars ($ 36,675.00)
(Amount in Words) (Amount in Numbers)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 200.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $ 300.00 per hour
C. Overtime Holidays (City Holidays): $ 300.00 per hour

Parts/Material: Service Contractor's direct cost plus **Fifteen (15%) percent**.

1. BID INCLUDES:
Addendum Number 1, Dated 6/28/22
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: Service 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.

4. QUALIFICATIONS: Each firm proposing to submit a bid shall be an Approved Grease Hauler

by the Board of Water & Sewer Commissioners of the City of Mobile and submit evidence of approval with the Bid Form. Only those firms that are approved and submit evidence may bid on this contract.

5. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: City of Mobile
Company Address: P.O. Box 1827 Mobile, AL 36633
Telephone: 251-800-1732 Email: orsola.nelson@cityofmobile.org
Type of Work: grease trap inspections, maintenance, and pumping
Date(s): 2019-2022

B. Reference #2:
Company Name: Mobile County Public Schools
Company Address: 1 Magnum Pass Mobile, AL 36618
Telephone: 251-221-5505 Email: mmoralis@mcpss.com
Type of Work: septic tank and grease trap pumping
Date(s): 2019-present

C. Reference #3:
Company Name: Infirmary Health Systems
Company Address: 5 Mobile Infirmary Circle Mobile, AL 36607
Telephone: 251-435-2400 Email: robert.atkins@infirmaryhealth.org
Type of Work: grease trap pumping
Date(s): 2018-present

Remainder of Page Intentionally Left Blank

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Southern Grease Hauling, Inc.

(Typed)

BY: Kathryn Smith

(Signature of Company Officer)

COMPANY OFFICER: Kathryn Smith

(Typed)

TITLE President

(Typed)

DATE July 6, 20 22

Sworn to and subscribed before me this 6 **day of 20** 22

Tonya Stinson

Notary Public

My Commission Expires
February 21, 2026

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Southern Grease Hauling, Inc.
2001 WI-65 Service Road N
Mobile, AL 36618

SURETY:
(Name, legal status and principal place of business)
Pennsylvania National Mutual Casualty Insurance Company
P. O. Box 2361
Harrisburg, PA 17105-2361
Mailing Address for Notices
P. O. Box 2361
Harrisburg, PA 17105 - 2361

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Mobile
P.O. Box 1827
Mobile, AL 36633

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Grease trap inspections, maintenance, and pumping

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 1st day of July, 2022.

(Witness)

(Witness) Amanda D'Angelo

Southern Grease Hauling, Inc.
(Principal) *(Seal)*

By: Kathryn Smith
(Title) Kathryn Smith - President

Pennsylvania National Mutual Casualty Insurance Company
(Surety) *(Seal)*

By: Aimee R Perondine
(Title) Aimee R. Perondine, Attorney-in-Fact

S-0054/AS 8/10

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

7531

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint AIMEE R. PERONDINE, JOSHUA SANFORD, BRENDAN WILLIAM FLETCHER, PHILLIP M. KNOWER, ALL OF HARTFORD, CONNECTICUT (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF ONE MILLION DOLLARS - - - - - - - - - - - - - - ($1,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON NOVEMBER 30, 2030, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on November 2, 2020.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On November 2, 2020, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2024
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on July 1, 2022.

Vice President - Surety

78-190e (Rev 10/2012)

Alabama Secretary of State

Southern Grease Hauling, Inc.	
Entity ID Number	000 - 070 - 692
Entity Type	Domestic Corporation
Principal Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Principal Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Status	Exists
Place of Formation	Mobile County
Formation Date	07/09/2012
Registered Agent Name	SMITH, KATHRYN B
Registered Office Street Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Registered Office Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Nature of Business	ANY LAWFUL BUSINESS
Capital Authorized	2,000 @ $1.00PV
Capital Paid In	
Directors	
Director Name	SMITH, KATHRYN BOTTER
Director Street Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Director Mailing Address	10250 YOUNGSTOWN DRIVE SEMMES, AL 36575
Incorporators	
Incorporator Name	DUKES, GILBERT F III
Incorporator Street Address	2610-B DAUPHIN STREET MOBILE, AL 36606
Incorporator Mailing Address	2610-B DAUPHIN STREET MOBILE, AL 36606
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2013 2014 2015 2016 2017 2018 2019 2020 2021 2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/12/2012 Certificate of Formation 4 pgs.

Employer Southern Grease Hauling Inc	
Name (Please Type or Print) Donald Smith	Title
Signature Electronically Signed	Date January 18, 2021
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Devery Stallings	Title
Signature Electronically Signed	Date January 18, 2021
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date January 18, 2021

Company ID Number:381201 Client Company ID Number:1630045

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Southern Grease Hauling Inc
Company Facility Address	2001 W I-65 Service Road N Mobile, AL 36618
Company Alternate Address	2001 W I-65 Service Road N Mobile, AL 36618
County or Parish	Mobile
Employer Identification Number	46-0539789
North American Industry Classification Systems Code	Waste Management And Remediation Services (562)
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1

Company ID Number:381201 Client Company ID Number:1630045

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	1

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/28/2022

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Southern Grease Hauling Inc 2001 W I-65 Service Road N Mobile, AL 36618	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: StarStone Specialty Insurance Company — 44776 INSURER B: Progressive Specialty Insurance Company — 32786 INSURER C: Bridgefield Casualty Insurance Company — 10335 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W25203524 **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 X PRO-JECT LOC OTHER:	Y	Y	F75127210AEM	09/07/2021	09/07/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG HIRED/NON OWNED AUTO	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY X SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	04116407	09/07/2021	09/07/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	F75128210AEM	09/07/2021	09/07/2022	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	196-32846	09/07/2021	09/07/2022	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)

General Liability includes Contractors Pollution coverage of $1,000,000 Each Pollution Claim $2,000,000 Aggregate and Transportation Pollution Liability $1,000,000 each pollution Condition $2,000,000 aggregate. Coverage includes hired and non owned autos.

City of Mobile and their officers, directors and employees are included as an Additional Insureds as respects to General Liability, Auto Liability and Umbrella/ Excess Liability.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
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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SR ID: 22758964 BATCH: 2576354

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Southeast, Inc.	NAMED INSURED Southern Grease Hauling Inc 2001 W I-65 Service Road N Mobile, AL 36618
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella/ Excess Liability policies shall be Primary and Non-Contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability, Umbrella/ Excess Liability and Workers Compensation as permitted by law.

The Umbrella/Excess policy Follows Form.

Coverage for Contractual Liability is provided under the General Liability policy.

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Addendum No. 1

To: All Prospective Bidders

From: Gregg Blaize, Director of Facility Maintenance
City of Mobile, Architectural Engineering Department

Date: June 28, 2022

Project: Service Contract- Grease Trap Inspection, Maintenance & Pumping – Various City of Mobile Locations
Project Number SC-037-22

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated June 6, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

Modifications:

Item 1. Replace Bid Form with the revised Bid Form as attached.

Request for Bid Documents:

Item 1. Scope of Work, *Delete* the following paragraphs:

The maximum number of gallons to be pumped under Basic Services is 30,000 gallons per year. Additional pumping over 30,000 gallons per will be performed under Additional Services as specified below. If less than 30,000 gallons are pumped per year, Service Contractor will be paid for only the number of gallons pumped in accordance with the Inspections, Maintenance & Pumping of Grease Traps listed under Contract Sum, Section 3.1 of the Agreement.

Additional Services:

Additional pumping over 30,000 gallons per year and required maintenance not covered under Basic Services and the Mobile Area Water & Sewer System (MAWSS), Food Service Facility Grease Control Manual (current edition), will be performed as Additional Services and

shall be billed against the Allowance in accordance with the Unit Prices listed in the Agreement.

Prior to beginning any Additional Service work, a report of existing conditions along with a request for Additional Services with cost estimate shall be submitted to the Service Contract Administrator for review and approval. No work shall be performed by the Service Contractor without written approval by the Service Contract Administrator.

Clarifications:

Item 1. There will be four (4) scheduled visits to the following facilities. Yearly price should represent four (4) trips to each facility:

Fire Station #1	Fire Station #28
Fire Station #2	Crichton Fire Station
Gulf Coast Exploreum	S.A.I.L. Center

Garbage Compactor – North Joachim Street

END OF ADDENDUM No. 1

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. **PAYMENTS:**

A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a quarterly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. **SAFETY:**

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the

Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. 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.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

9. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

10. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:
Chief Jeremy Lami, MFRD

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
Three-year contract with Global Traffic Technologies LLC for traffic signal preemption equipment and services for emergency response vehicles.

General fund.

Amount of Contract:
Approx $51,000 per year for three years.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package GTT	Cover Memo	7/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	7/28/2022 - 9:03 AM
Legal	Kern, Chris	Approved	7/28/2022 - 11:50 AM
Legal	Kern, Chris	Approved	7/28/2022 - 11:50 AM
Mayors			7/28/2022 - 2:50

Office	Montgomery, Brandi	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Global Traffic Technologies, LLC, in an amount of approximately $51,000.00 per year, for three years, renewable for an additional three years without further Council action, for emergency vehicle traffic signal preemption equipment and 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

DocuSign Envelope ID: 41CA7FF0-F3C7-4A07-AAC1-95FAF51B1465

MASTER SALE OF GOODS AND SERVICES AGREEMENT

This Master Sale of Goods and Services Agreement ("MSA" or "Agreement") is made as of this 6th day of December, 2021, (the "Effective Date") by and between Global Traffic Technologies, LLC ("GTT"), with its offices at 7800 Third Street North, Building 100, Saint Paul, Minnesota, 55128 and the City of Mobile, Alabama ("Customer"), having its offices at 205 Government Street, Mobile, AL, 36644 Together, GTT and Customer may be referred to as "Parties" and individually as a "Party" to this MSA.

WHEREAS, GTT is the provider of certain hardware and software products manufactured and distributed by GTT and is therefore in a unique position to provide services related to its products; and

WHEREAS, Customer desires that GTT perform services as defined herein for the Customer in relation to certain products; and GTT desires to perform such services for the Customer, subject to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS.

   A. "Customer" – as used herein, means any purchaser or user of any of GTT's products and/or services, including but not limited to, contractors, dealers, end users and original equipment manufacturers.

   B. "Products" – as used herein, means any hardware and/or software, excluding any software offered as a service, as specified in any schedule, purchase order or otherwise, regardless of whether such Products are purchased, leased, or subscribed to.

   C. "Software" – as used herein, means the executable code made available to Customer as a perpetual license, including documentation and to the extent software maintenance is kept current, software updates.

   D. "Services" – as used herein is defined as the services provided by GTT or its subcontractors as outlined in the Agreement, which may include but are not limited to:

      1. "Up-Front Services" – as used herein, means the Services provided initially that are necessary to achieve First Productive Use (defined herein):

         i. Site survey (intersections and/or vehicles) – GTT will survey Customer's intersections and vehicles to determine current infrastructure and needs, including wiring, hardware mounting locations and other key information necessary to ensure a successful deployment. For avoidance of doubt, Customer agrees to make vehicles and intersections available to GTT to enable the site survey.

         ii. Project management – GTT will assign a project manager to work with Customer to create a project plan and then manage the resources deployed to execute the plan.

         iii. Installation (intersections) – GTT will install, configure and test phase selectors, modems, radios, antennas and/or cables, including testing to ensure proper operation and in preparation for Final Testing (defined herein).

DocuSign Envelope ID: 41CA7FF0-F3C7-4A07-AAC1-95FAF51B1465

iv. Installation (vehicles) – GTT will install, configure and test vehicle kits, computers, modems, radios, antennas, cables and/or software, including testing to ensure proper operation and in preparation for Final Testing.

v. Training (2 days, 1 trainer; includes travel) – GTT will provide two days of training at the Customer's location. Customer may have an unlimited number of participants so long as they are employees or representatives of Customer. Customer must provide the training room and any needed audio/visual equipment.

vi. Engineering services – GTT will provide custom work if/when applicable and included in the Agreement.

2. "Ongoing Services" – as used herein, means the Services provided subsequent to Up-Front Services:

i. Hosting – GTT will install its software on a remote, secure, 3rd party server, to be accessed by Customer and/or GTT as a service. All maintenance of the server is included. Fees for this service are billed annually, quarterly or monthly, depending upon the payment terms outlined in the Agreement.

ii. Data collection and reporting – GTT will collect data, generate reports and publish as defined as appropriate by GTT, or as agreed to in writing by the Parties.

iii. Monitoring and optimizing – GTT will monitor Customers' systems to ensure operational status. GTT will also look for opportunities to optimize the system, which will be communicated to Customer as applicable. To the extent outages are discovered, GTT will (or alert Customers as to the need to) deploy resources to provide repair/replacement services locally. For avoidance of doubt, monitoring includes reviewing data related to vehicles and intersections, but does not include outages that aren't managed by GTT (e.g., customer-provided cellular connectivity).

iv. Repairs/replacements (intersections) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.

v. Repairs/replacements (vehicles) – When outages occur, GTT will attempt to repair remotely if possible and will deploy local resources to provide services when needed. Local resources will be GTT, GTT's dealers, or other 3rd party resources approved and subcontracted by GTT.

vi. Cellular data – Machine to machine cellular connectivity. Provided by vendor of GTT's choice, but contracted by GTT for the benefit of Customer.

vii. "Software Maintenance" – Provides Customer with access to the customer care center, defect fixes and Software Updates.

viii. "Software as a Service" or "SaaS" – Hosted software made available as a Service to Customer by GTT, where no perpetual license is granted.

THE INFORMATION ABOVE CONCERNING SERVICES IS INTENDED TO DEFINE ALL AVAILABLE SERVICES OFFERED BY GTT, WHICH MAY OR MAY NOT BE INCLUDED IN THIS AGREEMENT. THE FACT THAT SUCH DEFINITIONS ARE INCLUDED IN THE AGREEMENT IN NO WAY IMPLIES OR IMPLICATES GTT TO PROVIDE SUCH SERVICES, UNLESS THE SERVICES ARE SPECIFICALLY LISTED IN SCHEDULE A.

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E. "Services Completion" – is defined as the point at which individual Services have been delivered, as determined and documented by GTT. Services Completion represents acceptance of the individual Services delivered when Services Completion occurs.

F. "Final Testing" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer, 30 days from the date Services Completion occurred, whichever is sooner:

1. As applicable, the Products installed in all vehicles available for testing can send a request for priority control to the Products installed in all intersections available for testing; and all Products installed in all intersections available for testing can receive a request for priority control; and documentation of the events can be provided to Customer.

2. As applicable, GTT's management software can connect with all intersections and vehicles available for testing and documentation of the event can be provided to Customer.

G. "First Productive Use" is the point at which the following can be confirmed and documented by GTT, or in the case of delays caused by the Customer or other third-parties not within the control of GTT, 30 days from the date Service Completion occurred, whichever is sooner:

1. Services Completion has occurred.

2. Successful Final Testing has occurred.

H. "Order" – as used herein, means any written document, signed by the Customer, to purchase Products and/or Services from GTT.

2. TERMS AND CONDITIONS. The Terms and Conditions in Schedule B are hereby incorporated into this MSA and made part thereof. The Terms apply to all purchases made by Customer, regardless of whether Customer is purchasing, leasing or subscribing to Services. In the event any term or condition in the Terms conflicts with any other term or condition of this MSA, the term or condition of this MSA shall control.

3. SALE OF GOODS AND SERVICES. To the extent Customer purchases Products and/or Services from GTT, the details regarding such purchase are specifically set forth in the attached Schedule A, which attachment is hereby incorporated into this MSA and made a part hereof ("Schedule A"). Specific terms, such as pricing, quantity and the level of service(s) being provided, shall be as set forth in Schedule A. To the extent any subsequent purchases or service offerings are requested by Customer, these additions will be added to the MSA by way of a subsequent Schedule A, which will follow sequential order; for example, Schedule A-1, Schedule A-2 and so forth. GTT agrees to use commercially reasonable efforts to perform the Services during the timeframe outlined within the Schedule A, but reserves the right to extend that timeframe if necessary to complete the work.

4. TERM. The term of this MSA will begin on the Effective Date and will continue as set forth in Schedule A or until the expiration of any subsequent schedules, whichever is longer.

5. INTELLECTUAL PROPERTY.

A. Definition of Intellectual Property. "Intellectual Property" shall mean all intellectual property and industrial property rights and assets, however arising, pursuant to the laws of any jurisdiction throughout the world, whether registered or unregistered, including without limitation any and all: (a) trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of and symbolized by and all registrations, applications and renewals for, any of the foregoing; (b) works of authorship, expressions,

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designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights and all registrations, applications for registration and renewals of such copyrights; (c) inventions, discoveries, trade secrets, business and technical information and know-how, databases, data collections and other confidential information and all rights therein; (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models); and (e) software and firmware, including data files, source code, object code, scripts, mark-up language, application programming interfaces, architecture, files, records, schematics, computerized databases and other related specifications and documentation.

B. Deliverables. The term "Deliverables" shall include only materials and services delivered to Customer by GTT that are expressly identified in Schedule A or any subsequent schedules, if any ("Deliverables"). Unless otherwise stated in Schedule A or any subsequent schedules, GTT owns and to the extent not owned, is hereby assigned by Customer, all right, title and interest in all Deliverables including without limitation all Intellectual Property in and to such Deliverables. Subject to the terms of this MSA, GTT grants a limited, non-exclusive, royalty-free license to Customer to the Deliverables and GTT Intellectual Property related to the Deliverables solely to extent and term necessary for Customer to use the Deliverables as contemplated under Schedule A or the applicable subsequent schedules.

C. Trademarks. As may be required in this MSA, including Schedule A and subsequent schedules, GTT may use the trademarks and trade names of Customer in connection with its provision of Services and/or other business uses and Customer hereby licenses such trademarks and trade names to Customer for such purposes.

6. INDEMNIFICATION.

A. Indemnification by GTT. GTT shall indemnify, defend and hold harmless Customer and its officers, directors, employees, agents, representatives, subsidiaries, parents, affiliates, vendors, resellers, independent contractors, successors and permitted assigns (collectively, "Customer Indemnified Parties") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this MSA and the cost of pursuing any insurance providers, incurred by Customer Indemnified Parties or awarded against Customer Indemnified Parties relating to, arising out of, or resulting from any claim of a third party arising out of or occurring in connection with GTT's gross negligence, willful misconduct, violation of any applicable law or regulation, or breach of this MSA.

7. INTELLECTUAL PROPERTY INDEMNIFICATION.

A. By GTT. GTT agrees to indemnify, hold harmless and defend Customer and its directors, officers, employees and agents from and against all losses, liabilities, damages, claims and expenses, including reasonable attorneys' fees and court costs, arising out of or relating to any claim by any third party unaffiliated with the Customer alleging that: (i) Customer's use of the Products or Services in accordance with this MSA infringes or violates the patent, copyright, trade secret, proprietary, or other Intellectual Property right of any such third party. Should Customer's use of the Products or Services in accordance with the terms and conditions of this MSA become, or in GTT's opinion be likely to become, the subject of such a claim described in the immediately foregoing clause, then, Customer will permit GTT, at GTT's option and expense, either to: (1) procure for Customer the right to continue its use in accordance with the terms and conditions of this MSA of the Products and Services, (2) replace or modify the Products and Services so that Customer's use of the Products and Services in accordance with the terms and conditions of this MSA no longer infringes or violates the Intellectual Property rights of any third party, provided such replaced or modified Products and Services provides at least

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substantially equivalent functionality and comparable performance characteristics in all material respects; or (3) terminate this MSA (and all licenses granted hereunder), or any addenda or portion thereof (including without limitation the license of specific software or lease of certain products) and Customer shall return the non-conforming Products and Services and GTT shall refund the purchase price of such materially impacted Products and Services. The cost of all return shipping to GTT is the sole responsibility of Customer. Notwithstanding any provision herein to the contrary, GTT shall have no obligation or liability to Customer to the extent any such third party claim of infringement or other violation of any Intellectual Property right of any such third party is caused by the unlicensed use of the Products or Services by Customer, Customer's failure to operate the Products or Services solely as a part of a system comprised entirely of GTT or GTT authorized hardware and software, use of the Products or Services with software or hardware other than as intended.

B. Indemnification Procedure. The Party seeking indemnification (the "Indemnified Party") shall notify the party from which the Indemnified Party is seeking indemnification (the "Indemnifying Party") promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this MSA, provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this MSA except to the extent that it can demonstrate damages directly attributable to such failure. The Indemnifying Party shall have authority to defend or settle the claim; provided however that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party's prior written consent.

8. GENERAL PROVISIONS.

A. Entire Agreement. This MSA, including any documents attached hereto and incorporated by reference, supersedes any and all other prior agreements, understandings, negotiations, or communications, either oral or in writing, between the Parties or their representatives and constitutes the entire understanding of the Parties with respect to its subject matter. No form, invoice, bill of lading, shipping document, order, purchase order, receipt or other document provided by either Party shall operate to supersede, modify or amend any provisions of this MSA, even if either Party has initialed, signed or otherwise acknowledged such document regardless of the timing of the execution or presentment in relation to the execution of this MSA, unless the document expressly states that it modifies or amends this MSA and is signed by authorized representatives of both Parties. This MSA may not be modified, altered, or waived, in whole or in part, except in a writing signed by the duly authorized representatives of the Parties hereto. In the event of any conflict between the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA, the terms of the conflicting provision in the addenda, schedule, exhibits, terms and conditions shall supersede the conflicting terms in this MSA. Wherever possible, the terms of the addenda, schedule, exhibits, terms and conditions or schedules, if any, to this MSA shall be read to be in addition to and not in conflict with, this MSA.

B. Notices. Written notices as required under this MSA shall be deemed to have been given or made on the next business day when sent by the use of overnight courier, or on the fifth business day after deposit, postage prepaid in the U.S. mail for certified or registered mail to the addresses of the Parties set forth at the beginning of this MSA, Attention: LEGAL. The address for notice may be changed at any time by giving prior written notice as above provided.

C. Effect of Waiver. The failure of either Party to insist on strict compliance with any of the terms, covenants or conditions of this MSA by the other Party will not be deemed a waiver of that term, covenant or condition; nor will any waiver or relinquishment of that right or power be for all or any other times.

D. Non-Solicitation. Each Party agrees during the term of this MSA and for a period of twelve (12) months thereafter, it will not directly solicit for hire the employees of the other, without the written consent of the other

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Party. Employees hired in response to general employment solicitations advertised in the usual and customary manner by either Party shall be excluded from this provision.

E. Assignment. This Agreement shall be binding on the Parties and their successors and permitted assigns. However, neither Party shall have the right to grant sublicenses hereunder or to otherwise assign, alienate, transfer, encumber, or hypothecate any of its rights or obligations hereunder, in whole or in part, or delegate any of its obligations hereunder to any person without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights or obligations in whole or in part under this Agreement to a wholly-owned subsidiary of its parent or to an entity under common control, or pursuant to a merger, consolidation, reorganization or a sale of substantially all of its assets; provided that the assigning Party shall provide written notice to the other Party, which consent shall not be unreasonably withheld of any such assignment shall not relieve either Party of its obligations under this Agreement and that the terms of this Agreement shall be performed and provided in the same fashion and in the same manner as set forth herein.

F. Civil Rights. GTT hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement. GTT 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.

G. Immigration. GTT agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as amended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. By signing this contract, the contracting parties affirm, for the duration of the understandings that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting there from.

H. Boycotts. By signing this contract, GTT 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.

SIGNATURE BLOCK FOLLOWS.

S

IN WITNESS WHEREOF, GTT and Customer agree to the terms and conditions of this MSA and have duly executed this MSA as set forth below:

Global Traffic Technologies, LLC	City of Mobile, Alabama
Signature: DocuSigned by: Terry D Griffith 07B0C36C2A2D4D2...	Signature:
Printed Name: Terry Griffith	Printed Name:
Title: President	Title:
Date: 7/8/2022	Date:

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SCHEDULE A
STATEMENT OF WORK

Effective Date: Effective Date of MSA

1. For subscription or capital lease sales, the billing cycle will begin upon First Productive Use (defined herein), however the amount invoiced will be prorated on a monthly basis ("Interim Rent") to the point of the Commencement Date (defined herein), based on the number of vehicles and intersections deployed upon First Productive Use. For the purpose of determining termination of this Schedule A, the term of this Schedule A will not begin until the first day of the month following Services Completion (defined herein) for all Up-Front Services (defined herein) for all vehicles and intersections ("Commencement Date"), unless otherwise agreed to by the Parties in writing. For avoidance of doubt, Interim Rent will be invoiced monthly. For avoidance of doubt, all vehicles and intersections added after the original Commencement Date will carry their own Commencement Date, thus extending the term.

2. When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional cost: a) crushed conduit or any other issues preventing cable from being installed, b) lane or road closures, c) police or other resources needed at the installation area and/or d) other third-party costs not known at the time of the proposal.

3. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams. Vehicle installation assumes standard installation and does not include: a) special mounting brackets, b) excess wiring and/or c) swapping out previously installed (replacement) vehicle hardware.

4. Proposal excludes any activities associated with: a) traffic control plan, b) water pollution control plan, c) changeable message signs/flaggers, d) permits/bonds/fees and/or e) removal/repair/replacement of concrete, asphalt, conduits or wiring.

5. Customer agrees to accept all applicable hardware and software upon shipment, where shipment is defined as the point at which hardware and/or software has been picked up from a GTT facility by the shipper ("Shipment") for delivery to Customer or its designated 3rd party, however acceptance in no way relieves GTT from its obligations as described in this Agreement or its product warranties.

6. Customer Care center phone support: GTT operates a Customer Care call center that is dedicated to supporting all GTT customers, whether in or out of warranty. To access GTT's Customer Care, customers can dial 800-258-4610 within the United States, or for callers outside of the United States, 651-789-7333. GTT's Customer Care call center will use commercially reasonable efforts to provide technical or sales support, process warranty claims and/or route calls to other GTT departments. For technical issues, a ticketing system is in place to track cases through to resolution, escalating within the organization if/where necessary to ensure calls are resolved as quickly as possible. Customer Care is not available to customers of GTT's software Products if such customer is not current on its Software Maintenance.

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	Resolution Category	Definition	Response Time Goal	Resolution Goal
	Immediate	Reported issue requires immediate attention.	Within 1 business hour	Same business day
	Moderate	Reported issue requires attention within 1-2 business days	Within same business day	2 business days
	Minor	Reported issue requires attention when convenient.	Within 1 business day	As feasible

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Proposal

Direct Customer

Global Traffic Technologies
7800 Third Street North
Bldg 100
St. Paul MN 55128-5441
US

Bill To	Customer	Estimate Number	Date	Expires
Mobile Fire Department (AL)	Mobile Fire Department (AL)	10872	4/13/2022	7/12/2022

Ship To	Procurement Method	Term: For Ongoing Services
701 St. Francis St. Mobile AL 36602 Attn: Jason Browne	PCaaS	3

Solution Type	Intersections	Vehicles
Emergency	19	10

Category	Description
Intersection Components	
	Opticom™ 760 card rack
	Opticom™ 764 multimode phase selector, four channel
	Modem, TEL RUT240 intersection kit
Vehicle Components	
	Opticom Central Platform - Vehicle Access Fee (per vehicle, per year)
Back-office Components	
	Opticom Central Platform – Base, Cloud (per year)
Services	
	Site survey (intersections)
	Project management
	Installation, intersections (traffic cabinet only)
	Setup, testing, and verification
	Data collection and reporting (per vehicle and intersection, per year)
	Monitoring and system maintenance (per year)
	On-site repairs/replacements (intersections, per year)
	AT&T 100 MB data plan (per intersection modem, per year)
Miscellaneous	
	Intersection panel for preemption (up to 13 intersections)
	Extended warranty on Opticom™ intersection components (years 6-10)
	Extended warranty on intersection cellular modems (years 6-10)

Annual Subscription Total (USD)	$49,908.00
Price per vehicle per year	$1,320.00
Price per intersection per year	$1,932.00

The term of this agreement is 3 years. At the end of the initial term, the agreement will auto renew for an additional 3 years unless there is a written notice by either party to terminate services within 90 days of contract end date. Additional language will included in the MSA.

To the extent necessary, reasonable travel expenses will be submitted by CTT and reimbursed by customer, not to exceed $900.00 for this project. Travel outside the US and Canada will have a limit of 3 times higher than what is shown above.

Please reference estimate number 10872 when submitting all purchase orders

1 of 2

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Proposal Notes:

Quote assumes GTT-contracted personnel will have access to intersection cabinets as needed.
Quote assumes intersection equipment can be installed without the need for additional hardware, such as brackets, separate cabinets, etc.
Quote assumes no additional intersection certification or design documents are required.
Quote assumes GTT-supplied network connectivity at the intersection.
Quote assumes the use of AT&T for cellular data. If Verizon is preferred or has better coverage in the area, it can be included as part of a revised quote/change order.
Quote does not include formal site acceptance testing, unless otherwise noted.
Unless otherwise noted, GTT's PCaaS solution includes one standard monthly report of system health. If custom reports are needed, they can be quoted optionally.
Quote assumes intersection controllers are EVP-capable and/or TSP-capable as appropriate and have the proper licensing, which is to be enabled prior to GTT equipment installation.
Quote assumes any required controller configuration is the responsibility of purchaser and configuration/programming is complete prior to final commissioning.
Quote assumes all management software will be hosted by GTT.
Quote assumes that customer-provided modem is an approved GTT modem model and firmware version.
Quote assumes the customer will configure the modem for communication to the Opticom system.
Quote assumes customer supplied MP70 modems which has up to 100MB/Month for preemption and at least 10Mbps network connection.
Any applicable HGAC fees will be paid directly by GTT.
Quote includes HGAC pricing per the contract number PE05-21.

General Notes:

To the extent this proposal is a "Budgetary Proposal," it is to be used for informational purposes only and is not intended to be a binding contract between the Parties. The prices provided in the Budgetary Proposal are estimates only and are based on information and pricing known as of the date of the Budgetary Proposal.

For services, a signed Master Service Agreement ("MSA") must accompany the order. The terms and conditions that govern the MSA are available at http://www.gtt.com/sales_terms/.

When included, intersection installation pricing assumes a standard configuration without complications. Not included in this proposal are the following items, which will require additional fees: 1) crushed conduit or any other issues preventing cable from being installed, 2) lane or road closures, 3) police or other resources needed at the installation area, and/or 4) other third-party costs not known at the time of the proposal. Proposal assumes the intersection cabinets are in good working order and contain wiring diagrams.

Vehicle installation assumes standard installation and does not include: 1) special mounting brackets, 2) excess wiring, and/or 3) swapping out previously installed (replacement) vehicle hardware.

Project management expenses can increase in instances where development, if required, is not fully scoped.

Proposal excludes any activities associated with: 1) traffic control plan, 2) water pollution control plan, 3) changeable message signs/flaggers, 4) permits/bonds/fees, and/or 5) removal/repair/replacement of concrete, asphalt, conduits or wiring.

Quote does not include any applicable travel expense. A budgetary "not exceed" price can be provided upon request if required.

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SCHEDULE B
OTHER TERMS AND CONDITIONS OF PRODUCTS AND SERVICES ("TERMS")

1. ACCEPTANCE OF TERMS. These Terms are applicable to the provision of any and all Products and Services, provided by Global Traffic Technologies, LLC, Global Traffic Technologies Canada, Inc. ("GTT") or its subcontracts to the Customer (hereinafter referred to a "Party" and collectively as the "Parties"). These Terms are applicable to any Master Service Agreement ("MSA"), Schedule, quote, proposal and/or any documents incorporated by reference herein ("Contract Documents"). These Terms and any Contract Documents are the complete and exclusive statement of agreement between Customer purchasing Products and/or Services and GTT, unless otherwise agreed to by the parties in a signed agreement. GTT expressly objects to and rejects any other terms and conditions, including any additional or conflicting terms and conditions the Customer includes at any stage during the Order process, including but not limited to, quotes, purchase orders, invoices and/or any other documents submitted by Customer regarding an Order, unless otherwise set forth in the Contract Documents. Customer's acceptance of Products and/or Services will constitute its acceptance of these Terms. GTT reserves the right to update these Terms and any document referenced herein at any time.

2. ORDERS. A Party may request to amend an Order by requesting the change in writing and if such request results in an Order being changed, such change will be documented by GTT issuing a written document, which must be accepted and signed by the Customer and may result in additional fees. All Orders are final and may not be cancelled, returned, or exchanged, except as provided herein.

3. PRICE, BILLING AND PAYMENT. GTT reserves the right to change the pricing for any Product and/or Service at any time by providing written notice to Customer at least sixty (60) days prior to the change, unless otherwise stated in the Contract Documents.

   A. If applicable, the fees for Software Maintenance will be calculated annually at fifteen-percent (15%) of the then current list price of the Software license(s).

   B. Unless otherwise indicated by GTT, prices are exclusive of and Customer agrees to pay all foreign, federal, state, local excise, sales, use, personal property or any other taxes or duties, except taxes based on GTT's income. If GTT does not collect such amounts from Customer and is later requested or required to pay the same to any taxing authority, Customer will promptly pay GTT or such taxing authority if requested by GTT. Customer must provide any certificates or other evidence of applicable exemptions to any taxes or duties to GTT prior to invoicing or GTT will charge such taxes or duties to Customer.

   C. GTT does not represent its prices are equal to or lower than prices charged to other customers, or its prices are comparable to prices offered by any third party. For Customers in the United States and Canada, payment is due within (thirty) 30 days of the date of GTT's invoice, unless otherwise agreed to in writing by GTT; provided however, GTT may require payment in advance if in GTT's reasonable opinion, Customer's financial condition calls for pre-payment. Payment is required in advance for all other Customers. GTT may assess a monthly service charge of one and one-half percent (1.5%) on overdue accounts. Customer will pay any collection costs incurred by GTT to collect payment from Customer, including reasonable attorneys' fees.

   D. If Customer fails to make timely payments, has a receiving order in bankruptcy made against it, makes any arrangement with its creditors, or has a receiver appointed, GTT may, without prejudice to its other rights, demand immediate payment of all unpaid accounts, suspend further deliveries and/or cancel all Orders without liability. Payments are not subject to setoff or recoupment for any claim Customer may have.

4. DELIVERY. GTT will make commercially reasonable efforts to ship Products within sixty (60) days of receipt of an Order, however, delivery dates are approximate and GTT is not be liable for any damages or costs resulting from

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delays in delivery. If GTT deems necessary, Orders may be partially shipped and partially backordered, unless otherwise agreed upon in writing by the Parties.

A. Sales within U.S./Canada. GTT will arrange for transportation of all Products and GTT will bear any expenses, including routing, handling, packaging and additional freight charges, unless Customer furnishes special transportation instructions that result in expenses beyond what GTT would normally provide.

B. Sales outside of U.S./Canada. Customer will arrange and provide for transportation of all Products from GTT's facility(ies) at Customer's cost. Customer is the importer of record and will furnish all consular and customs declarations and eis responsible for any expenses, including but not limited to, additional export packing fees, export duties, licenses, fees and any applicable taxes. Customer may not re-export the Product or items which incorporate the Product if such re-export would violate applicable export laws.

C. Inspection of Products. Customer is responsible for inspecting and filing any claims for Product loss or damage directly with GTT's Customer Care Center or the carrier within ten (10) days of delivery, unless otherwise specified by the carrier. All claims must be based on a complete inspection of the shipment and include any documents applicable to the claim. If Customer timely notifies GTT of any Product loss or damage, GTT may, in its sole discretion (i) replace the Product or (ii) issue a credit or refund for the price of the Product. Customer acknowledges and agrees that the remedies set forth in these Terms are Customer's sole and exclusive remedies for the loss or damage of Products.

5. SOFTWARE.

A. Federal Government End User. This Section applies to all acquisitions of this Software by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of the acquisition regulations applicable to this procurement. The terms and conditions of this Agreement shall apply to the government's use and disclosure of this Software and shall supersede any conflicting contractual terms and conditions. If this Agreement or the license granted hereunder fails to meet the government's needs or is inconsistent in any respect with federal law, the government agrees to return the Software, unused, to GTT.

B. Customer Responsibility. Customer is solely responsible for all actions taken by Customer, its employees, agents and others accessing or using the Software. Customer is solely responsible for all necessary software, hardware, Internet connection and network and all other equipment and services necessary to access and use the Software.

C. Software Performance and Limited Warranty. GTT represents and warrants that the Software will substantially conform in all material respects to and perform substantially in accordance with its documentation and these Terms and/or any Contract Documents for a period of one (1) year from the date the Order was placed, provided that: (i) Customer gives GTT written notice of any claimed breach of this warranty while this warranty is in effect; (ii) any such breach is not, in GTT's reasonable opinion, a result of any modification of or damage to the Software or its operating environment by any party other than GTT or a party acting under GTT's control or direction; and (iii) Customer is in compliance with these Terms. For any breach of the foregoing warranty, Customer's sole and exclusive remedy shall be as follows: (a) GTT will endeavor to repair or replace the non-conforming Software within thirty (30) days, or such longer period as the parties may mutually agree, such that the Software conforms to the foregoing warranty; or (b) if GTT is unable to repair or replace the non-conforming Software within such period such that the Software conforms to the foregoing warranty, either party may terminate this Agreement (and all licenses granted hereunder), Customer shall return the non-conforming Software and GTT shall refund the license fee paid hereunder less depreciation calculated on a five-year straight-line basis. GTT's warranty (including without limitation any extended warranty) applies

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solely to the Software and it documentation as it existed at the time of installation and warranties covering any follow-on versions, all updates, or upgrades are subject to a further written agreement by the Parties.

D. Viruses and Disabling Codes. GTT represents and warrants that to the best of GTT's knowledge, the Software shall not contain viruses, worms, or spyware (collectively, "Malicious Code"); provided, however, that, notwithstanding the foregoing, Customer acknowledges and agrees that GTT reserves the right to remotely prevent access to and/or use of the Software in the event that (i) GTT becomes aware, from Customer or otherwise, of unauthorized access or use of the Software by any third party, or (ii) this Agreement is terminated. Notwithstanding any provision of this Agreement to the contrary, in no event shall GTT be in breach of the warranty set forth above if, at the time any Malicious Code was introduced into the Software, GTT employed commercially-reasonable measures, consistent with the standards of GTT's industry, to detect such Malicious Code in order to prevent its introduction into the Software.

E. Audit Rights. Customer shall, while using GTT's Products and Services and for one year thereafter, keep true and accurate accounts and records in sufficient detail to enable an audit of the manner and extent of the use, sublicensing, transfer, or other disposition of the licensed Software, its derivatives, or any product or service based upon or incorporating or using all or portions of the Software to confirm Customer's compliance with the Terms and/or any Contract Documents. At the reasonable request of GTT, but no more than once per year, unless there is a reasonable suspicion of a breach of these Terms and/or any Contract Documents, Customer shall allow GTT to inspect and audit such information and Customer facilities as is necessary to ensure Customer's compliance with these Terms.

6. HAZARDOUS MATERIALS. Customer acknowledges that certain materials provided by GTT may be considered hazardous materials under various laws and regulations. Customer agrees to familiarize itself (without reliance on GTT, except as to the accuracy of special safety information furnished by GTT), with any hazards of such materials, their applications and the containers in which such materials are shipped and to inform and train its employees and customers to such hazards. Customer will hold GTT harmless against any claims by its agents, employees or customers relating to any such hazards, except to the extent such claims arise solely and directly from GTT's failure to meet its written specifications or the inaccuracy of safety information furnished by GTT.

7. WARRANTY. GTT warrants its Products in accordance with its limited warranty, available at www.gtt.com/support/warranty-repair and as otherwise provided herein. GTT warrants all Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards, in the event that any Product fails to conform to the terms of GTT's warranty, the sole and exclusive remedy shall be limited to the return of the non-conforming Product to GTT for repair or replacement of the non-conforming components, as determined by GTT in its sole discretion. The cost of return shipping to GTT is the responsibility of the Customer. All claims for non-conformance are returned to GTT All claims for non-conformance or breach of warranty shall be deemed waived, unless the non-conforming components are returned to GTT within 30 days of discovery of the alleged non-conformance.

THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE AND NON-INFRINGEMENT. IN ADDITION TO THE EXCLUSION OF AFORMENTIONED WARRANTIES, SERVICES, ARE PROVIDED "AS IS" AND GTT DOES NOT WARRANT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR BUG OR ERROR-FREE. NO EMPLOYEE OR AGENT OF GTT, OTHER THAN AN OFFICER OF GTT BY WAY OF A SIGNED WRITING, IS AUTHORIZED TO MAKE ANY WARRANTY IN ADDITION TO THE FOREGOING. EXTENDED WARRANTIES MAY BE AVAILABLE UPON REQUEST.

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LIMITATION OF LIABILITY. IN NO EVENT WILL GTT BE LIABILE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ASSERTED IN TORT, CONTRACT, WARRANTY, STATUTORY OR OTHER THEORY OF LIABILITY.

8. SUSPENSION. Without waiving any other rights or remedies, GTT may suspend performance hereunder and/or under any Order or other contract if: (i) Customer fails to pay any invoice within sixty (60) days from the invoice date; (ii) GTT reasonably believes Customer's use of the Products or Services may violate any applicable law, rule or regulation, or infringes upon third party rights; or (iii) GTT is entitled to terminate this Agreement for cause.

9. PROPRIETARY RIGHTS. GTT and its licensors will retain all intellectual property rights to the Products and Services, including without limitation, all designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes and business methods, whether patentable or not, arising from the provision of Products and/or Services to Customer, including GTT rendering engineering services to and designing systems and goods for Customer's use. Customer agrees not to enforce against GTT or GTT's customers any patent rights that include any system, process or business method utilizing or otherwise relating to the Products and/or Services.

10. RESALE. Customer, by placing and Order and accepting these Terms, hereby expressly agrees, acknowledges, represents and warrants to GTT that Customer is purchasing the Products and Services for its own internal business use and not for resale and in the event Customer breaches the foregoing by selling the Products or Services that are the subject of the Order. Notwithstanding the foregoing, nothing in this Terms is intended to restrict a Customer that is an authorized GTT dealer, contractor, or original equipment manufacturer from reselling, if such Customer is authorized to do so pursuant to GTT's acceptance of an Order.

11. COMPLIANCE WITH LAWS/ANTI-CORRUPTION. Customer will fully comply with all applicable laws, rules and regulations, including without limitation, those of the United States and any and all other jurisdictions globally ("Laws") that apply to Customer's activities in connection with an Order. Specifically, Customer must comply with all Laws relating to anti-corruption, bribery, extortion, kickbacks, or other similar matters that are applicable to Customer's business activities in connection hereunder and/or with any Orders or the Contract Documents, including without limitation the U.S. Foreign Corrupt Practices Act and the UK Bribery Act. Customer will take no action that may cause Customer, GTT, or their affiliates to violate any Laws. Products and Services will comply with applicable state and federal legal requirements in the United States and Canada.

12. CONFIDENTIAL INFORMATION. As used herein, "Confidential Information" means all information of a party ("Disclosing Party"), obtained by or disclosed to the other party ("Receiving Party") that by its nature would reasonably be considered as confidential or is identified as confidential by the Disclosing Party.

    A. Confidential Information excludes information that: (a) is or becomes public knowledge through no fault of Receiving Party; (b) was in Receiving Party's possession before receipt from Disclosing Party; (c) is rightfully received by Receiving Party from a third party without any duty of confidentiality; (d) is independently developed by Receiving Party without reference to or use of Confidential Information; or (e) is related to the terms and conditions of this Agreement and is disclosed by GTT to an authorized GTT dealer in the course of normal business operations, provided that said dealer was involved in the sales process pertaining to this Agreement..

    A. Receiving Party Obligations. The Receiving Party agrees (i) not to use Confidential Information of Disclosing Party other than in furtherance of the Order; (ii) to hold Confidential Information of the Disclosing Party in confidence and to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information but in no event with less than reasonable care and to restrict disclosure of the Confidential Information to its employees and agents who have a "need to know"; and (iii) Confidential Information of Disclosing Party may be disclosed as required under Alabama Public Records law or in

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response to a valid court order or other legal process only to the extent required by such order or process and only after the Receiving Party has given the Disclosing Party written notice of such court order or other legal process promptly, if allowed by law and the opportunity for the Disclosing Party to seek a protective order or confidential treatment of such Confidential Information. Upon Disclosing Party's request, Receiving Party will return Confidential Information to Disclosing Party or destroy the same if requested by Disclosing Party. Receiving Party agrees its breach of this section may cause irreparable damage and Disclosing Party may seek equitable remedies, in addition to other remedies hereunder or at law.

13. GOVERNING LAW; VENUE; ACTIONS; ATTORNEYS FEES. The Order and these Terms will be governed by and construed in accordance with the laws of the State of Alabama without regard to conflicts of laws provisions. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over Mobile County, .Alabama The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer must commence all actions relating to an Order within one (1) year from the initial date of occurrence of the event giving rise to any claim or such claim will be forever barred. If GTT substantially prevails in any dispute, Customer will pay all reasonable costs incurred by GTT, including but not limited to collection costs, attorneys' fees and costs of legal action.

14. FORCE MAJEURE. GTT will not be liable for damages of any kind resulting from any delays in performance, in whole or in part, or any loss, damage, cost or expense, including any loss or damage to the Product that may prevent GTT from performing any obligations hereunder, resulting from causes beyond its reasonable control, such as acts of God, fire, strikes, epidemics, embargos, acts of government, war, riots, vandalism, theft, delays in transportation, difficulties in obtaining necessary labor, materials, or manufacturing facilities or other similar causes ("Force Majeure Event"). In such event, the Party delayed will promptly give notice to the other Party. In the event of a delay, the Parties, through mutual agreement, may: (a) extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of the Order if such Force Majeure Event exceeds sixty (60) days. If GTT's costs are increased as a result of such Force Majeure Event, GTT may increase pricing upon written notice to Customer.

    GTT reserves the right to charge Customer reasonable, additional fees that occur as a result of: 1) a report of an outage or disruption that is later determinied to be unrelated to GTT's Products or Services and/or 2) Services or Product replacements that become necessary as a result of loss or damage due to Customer's (or Customer's other suppliers') removal of Products or negligence.

15. TECHNOLOGY REQUIREMENTS.

    A. If GTT's North American variant has been requested, Customer acknowledges that North American radio equipment is certified to North American standards (e.g., the FCC) and not international standards (e.g., ETSI). Customer has specifically requested the North American variant and accepts all responsibility for obtaining the necessary waivers from the appropriate agencies in the country in which the equipment will be operated, before the equipment is installed and/or made operational; and purchaser accepts all associated liability for not doing so.

    B. Customer is responsible for ensuring that the traffic infrastructure, including the traffic controller, is compatible with the Products.

        1. When integration services are proposed (for transit applications), integration assumes: a) route and run information is available on the vehicle via J-1708 or RS485, whenever driver updates either the route or run; schedule data is available in standard GTFS format via an IP portal accessible to the Opticom Central Management Software (CMS); b) connectivity is available to all transit vehicles. If any of the preceding is not available, pricing for integration services may be affected.

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C. In instances where GTT is providing PCaaS or any ongoing services requiring remote access, GTT assumes the presence of and access to a customer-provided connectivity network for remote access to intersections and vehicles, unless a GTT-provided cellular data plan has been included amongst the listed services.

16. MISCELLANEOUS. If any provision of these Terms to any extent is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. GTT's failure to strictly enforce any of these terms will not be considered a waiver of any of its rights hereunder. Neither Party will assign this these Terms nor any of its obligations hereunder without the prior written consent of the other Party, except in the case of a reorganization, merger, acquisition, or sale of substantially all its assets. These Terms will be binding on and inure to the benefit of each Party's successors and assigns. The termination or expiration of any Order and/or any the Contract Documents, will not affect the survival or continuing validity of any provision that expressly or by implication is intended to continue in force after such termination or expiration.

17. SERVICES. Customer is responsible for Up-Front Services and Ongoing Services, unless such services are included in the Order or a subsequent Order. Prices for Up-Front Services and Ongoing Services are charged at the then-prevailing rates, unless otherwise agreed to in writing in the Contract Documents. Services excludes integration of GTT's Products with third party products, unless otherwise agreed to in writing by GTT. Customer is responsible for any delays due to failure to comply with its portion of any applicable project plan related to Services.

    A. Ongoing Services required due to the following are excluded and subject to an additional fee: (1) modification of Products or Services without GTT's written consent; (2) use of parts and/or supplies not approved by GTT for use with the Products or Services; (3) misconduct, accident, neglect or misuse; (4) failure of installation site to conform to GTT's applicable specifications; (5) failure or inadequacy of electric power, humidity or air control; (6) failure to follow operating procedures provided by GTT; (7) Customer's failure to ensure that the traffic infrastructure, including the traffic controller, is compatible with the Products; and (8) service or maintenance performed by an unauthorized representative of GTT.

    B. GTT's performance of Ongoing Services at its expense, is contingent upon the Customer: (1) exercising reasonable care in the operation of the Products; (2) operating the Product within GTT's published specifications; (3) maintaining the Product in conformance with GTT's maintenance standards; (4) properly maintaining the operating environment; and (5) providing necessary utility services for use of the Product in accordance with accompanying specifications.

    C. Customer acknowledges that it is aware that in order to install Products and perform Services it may be necessary to drill holes and/or connect to a vehicle's electrical system and/or traffic cabinet's electrical system and agrees that GTT shall not be liable for any costs, expenses or damages arising from such work.

18. REPLACEMENT PARTS. In performing PCaaS services, GTT reserves the right to use replacement parts that are new, refurbished or equivalent in performance to new parts, at no extra charge to Customer. Parts being replaced will be the property of GTT. Customer acknowledges certain parts may be subject to discontinuance by the manufacturer, in which event GTT's obligation will be limited to making reasonable efforts to replace such discontinued parts with an equivalent part.

19. DATA. Customer warrants that it has sufficient rights, title and interests in and to all means of information, data and/or files Customer transmits or uploads to or stores on any environment, in connection with its use of the Products or Services ("Customer Data"). Customer will not transmit or upload any personally identifiable information and will be solely responsible for the security of such information. GTT may view, store, copy, delete or otherwise process any Customer Data to provide the Products and/or Services to Customer and unless

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prohibited by law, GTT may also collect, analyze and otherwise use anonymized versions of Customer Data for its own business purposes.

20. SUPPORT. GTT will provide helpdesk support during GTT's normal business hours, which are 8:00 am to 5:00 pm central time, Monday through Friday, excluding holidays.

    A. Warranty Support. Contact your authorized Opticom dealer, or contact GTT technical service at 800-258-4610 or download a warranty & services request form at www.gtt.com. Outside of the United States, please contact our headquarters in St. Paul, MN at 651-789-7333 for assistance in locating an authorized repair facility servicing your country.

21. TERMINATION. Either party may terminate the Services for cause immediately upon written notice if the other party is in material breach of these Terms, any schedules and/or Contract Documents and fails to cure within thirty (30) days of receipt of a written demand to cure, or if the other party (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership, (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors, (c) ceases to conduct business for any reason on an ongoing basis, leaving no successor in interest or by the City of Mobile, (d) for convenience, in which case Customer will be responsible to pay GTT for all Product and Services delivered
22. OTHER. GTT reserves the right to publicly disclose Customer as a customer of GTT, without the need for additional approval by Customer. Notwithstanding, case studies, personnel quotes and other references to Customer will require explicit permission by Customer.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/15/2022

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
Marsh USA Inc.
100 North Tryon Street, Suite 3600
Charlotte, NC 28202
Attn: vontier.certrequest@marsh.com

CN130745150-VONT0-GAWU-22-

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : ACE Property and Casualty Insurance Company	20699
INSURER C : ACE Fire Underwriters Insurance Company	20702
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
GLOBAL TRAFFIC TECHNOLOGIES, INC.
7800 THIRD STREET NORTH
BUILDING 100
OAKDALE, MN 55128

COVERAGES CERTIFICATE NUMBER: HOU-003939225-01 REVISION NUMBER: 1

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			HDOG47298350	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
	X Contractual Liability						MED EXP (Any one person)	$
	X Broad Form PD						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ISAH10689636	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			XEUG7258529A	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB X CLAIMS-MADE			('Claims Made' is for Product Liab.			AGGREGATE	$ 5,000,000
	DED RETENTION $			only, with retro date of 10/9/2020)				$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WLRC5066885A (AOS)	07/01/2022	07/01/2023	X PER STATUTE OTH-ER	
C	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N (Mandatory in NH)	N / A		SCFC5066899A (WI)	07/01/2022	07/01/2023	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is additional insured for general liability and auto liability but only as required by written contract with respect to the operations of the named insured.

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

Marsh USA Inc.

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HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE05-21	Date Prepared:	6/23/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile AL	**Contractor:**	Global Traffic Technologies, LLC
Contact Person:	John Paine	**Prepared By:**	Dan Dolsky
Phone:	251-208-7434	**Phone:**	651-789-7340
Fax:	251-208-7430	**Fax:**	651-789-7334
Email:	Paine@cityofmobile.org	**Email:**	dan.dolsky@gtt.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	**Priority control for City of Mobile Alabama**

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
10	Priority Control as a Service Vehicles (per year)(HGAC Buy 1000-1337-0)	1,320.00	13,200.00
19	Priority Control as a Service Intersections (per year)(HGAC Buy 1000-1338-0)	1,932.00	36,708.00
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal A:	49,908.00

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
		Total From Other Sheets, If Any:	
		Subtotal B:	0

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	**For this transaction the percentage is:**	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Subtotal C:	0

Delivery Date:		**D. Total Purchase Price (A+B+C):**	49,908.00

Helping Governments Across the Country Buy
PO Box 22777 • 3555 Timmons Ln. • Houston, Texas 77227-2777• 1-800-926-0234

CONTRACT PRICING VERIFICATION

TO:	FROM:
Donald Rose	Joshua Cadoree
END USER:	DATE:
City of Mobile	07 15 2021
PHONE NUMBER:	
251-208-7436	832-681-2557
RE:	REFERENCE:
Price Verification	City of Mobile Quote

We have reviewed the pricing provided through HGACBuy Contract PE05-21. Our review verifies that the pricing provided is in compliance with the contract.

Once a purchase document is executed for this order, please **send a completed compilation of all required documents for HGAC processing**.

Please advise if we can assist further in this matter.

**********This is not an Order Confirmation*********

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LIMITED CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Limited Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC**,** Consolidated Traffic Controls, Inc. (Contractor) at 1016 Enterprise PL, Arlington, TX 76001 and Global Traffic Technologies, LLC**, (**Assignee**)** at 7800 3rd Street North, #100, St. Paul, MN 55128.

WHEREAS, Contractor entered into a cooperative purchasing Contract, identified as PE05-21, with H-GAC for the sale of Traffic Control, Enforcement & Signal Preemption Equipment to various End User governmental agencies participating in H-GAC's Cooperative Purchasing Program; and

WHEREAS, Contractor wishes to assign certain of its rights and obligations under the Parent Contract ID 6676 to Assignee and retain the remainder; and

WHEREAS, Assignee wishes to accept the limited assignment of the Contract; and

WHEREAS, H-GAC is willing to consent to the limited assignment provided that the Assignee agrees to comply with all terms of the Contract;

WHEREAS, This Agreement goes into effect on the date signed by H-GAC (the "Effective Date") and ends Apr 30 2023. All products or services under this Agreement must be rendered within this performance period.

NOW THEREFORE, the parties agree as follows:

Section 1 Contractor hereby assigns to Assignee all its rights and obligations under the Contract with respect to the following:

Right to sell products/services: GTT products only (See attached Products List)

Right to sell products/services in the following geographical area: All states excluding Arkansas, Louisiana, Kansas, Missouri, New Mexico, Oklahoma, and Texas

Right to administer Purchase Orders: N/A

Section 2 Assignee accepts the assignment from the Contractor and assumes the obligation to provide the products and services specified in Section 1 and to otherwise perform all applicable obligations of the Contractor under the Contract on and after the Effective Date. Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders processed under the Contract prior to the Effective Date.

Section 3 Contractor reserves to itself the exclusive right to provide all the products and services described in the Contract, except those specifically assigned to Assignee pursuant to Section 1 hereof.

Section 4 H-GAC hereby consents to such limited assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

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IN WITNESS WHEREOF, the parties have caused this Contract Limited Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

Consolidated Traffic Controls, Inc. (Contractor)

Signature DocuSigned by: Bryan Jones 4CFC215BBD244A0...

Name Bryan Jones

Title Senior Vice President

Date 9/21/2021

Global Traffic Technologies, LLC (Assignee)

Signature DocuSigned by: Krista Kochivar 83490FD32DB1458...

Name Krista Kochivar

Title Chief Financial Officer

Date 9/27/2021

DocuSign Envelope ID: 0D588153-62BC-4B06-9855-255D49AF8227

Products List
Contract No. PE05-21

	GTT Opticom	
	GTT Opticom IR - Traffic	
110283	Model 794H LED Emitter	$ 1,030.00
110260	Model 792H Strobe Emitter	$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	$ 144.00
110619	Model 762 Phase Selector	$ 1,868.00
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110274	Model 462 Phase Selector	$ 1,384.00
110620	Model 464 Phase Selector	$ 1,999.00
110245	Model 711 Detector	$ 479.00
110258	Model 721 Detector	$ 535.00
110247	Model 722 Detector	$ 741.00
	Trade In Trade Up Section	
	Only Include the items that are eligible for the discount in this seaction	
110283	Model 794H LED Emitter	$ 1,030.00
110260	Model 792H Strobe Emitter	$ 1,030.00
110261	793S Emitter Switch (On/Off Box)	$ 144.00
110619	Model 762 Phase Selector	$ 1,868.00
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110620	Model 464 Phase Selector	$ 1,999.00
110245	Model 711 Detector	$ 479.00
110258	Model 721 Detector	$ 535.00
110247	Model 722 Detector	$ 741.00
GTT Trade In	Trade in Trade Up Discount 20.6248%	20.625%
	GTT Opticom GPS - Traffic	
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	$ 512.00
110620	Model 464 Phase Selector	$ 1,999.00
110620-MMEW	Extended Warranty 464 MM Phase Selector	$ 479.00
110603-MM	Model 768 Auxiliary Panel	$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	$ 83.00
110611	3100 GPS Radio Unit (Mast Mount)	$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	$ 424.00
110601	2100 GPS Preemption Vehicle Kit	$ 3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	$ 479.00
110617	GPS Intelligreen Fire Station System	$ 6,012.00
110617EW	GPS Intelligreen 5 Yr Warranty	$ 902.00
	GTT GPS Subscription Prices per month	
1000-1337-0	Subscription Service per Vehicle	$ 105.00
1000-1338-0	Subscription Service per Intersection	$ 171.00
	GTT Opticom Multimode - Traffic	
110610-MM	Model 764 Multimode Phase Selector	$ 2,946.00
110610-MMEW	Extended Warranty 764 MM Phase Selector	$ 442.00
110610-CELL	Model 7614 Multimode Phase Selector - Cellular	$ 3,413.00
110610-CELLEW	Extended Warranty 7614 MM Phase Selector	$ 512.00
110603-MM	Model 768 Auxiliary Panel	$ 531.00
110603-MMEW	Extended Warranty 768 Aux Panel	$ 83.00
110253	Model 755 Four Channel Adapter Card	$ 54.00
110611	3100 GPS Radio Unit (Mast Mount)	$ 2,840.00
110611-EW	Extended Warranty 3100 GPS Radio	$ 426.00
110611CAB	3100 GPS Radio Unit (Cabinet Mount)	$ 2,830.00
110611CAB-EW	Extended Warranty 3100 GPS Radio	$ 424.00
110283-MM	Model 794HM Multimode Emitter	$ 1,031.00

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110283-MMEW	Extended Warranty Model 794HM	$	155.00
110609	MM Vehicle Kit (2100 GPS VCU/Radio, 794HM, Cable & Hdwre)	$	3,675.00
110609EW	Extended Warranty MM Vehicle Kit	$	551.00
	GTT Opticom - Transit (Low Priority)		
110269	Model 794T LED Emitter	$	1,020.00
110269	Model 792T Strobe Emitter	$	1,020.00
110601	2000 Series GPS Preemption Vehicle Kit	$	3,192.00
110601EW	Extended Warranty 2000 Series Vehicle Kit	$	479.00
110283-MM (Low)	Model 794TM Multimode Emitter	$	1,020.00
110283-MMEW	Extended Warranty Model 794HM	$	153.00
76-1000-1298-0	4010 Vehicle Computer Kit	$	1,733.00
76-1000-1282-0	400 2.4 Ghz Radio/GPS Unit	$	1,050.00
76-1000-1242-0	211 Vehicle Interface Cable W/ Dead Reconing	$	158.00
	GTT Cable, Mounting & Accessories		
108001	External Mounting Cabinet	$	512.00
110216A	Model 138 Cable 500 Ft Roll (Per Ft.)	$	0.68
110216B	Model 138 Cable 1,000 Ft Roll (Per Ft.)	$	0.68
110216C	Model 138 Cable 2,500 Ft Roll (Per Ft.)	$	0.73
110605A	GPS Cable 500 Ft Roll (Per Ft.)	$	1.10
110605	GPS Cable 1,000 Ft Roll (Per Ft.)	$	1.10
110605C	GPS Cable 2,500 Ft Roll (Per Ft.)	$	1.10
201011	3/4" Narrow Hub (IR)	$	13.00
101001	Span Wire Clamp	$	4.00
201011 (hub)	Mast Arm Mount (GPS)	$	83.00
110280	Opticom Software Kit Includes RS232 cable	$	1,025.00
100201	Model 380 Card Rack	$	172.00
110214	GTT Model 760 Card Rack (Incl. Harness)	$	302.00
0	760 Card Rack Harness Only	$	71.00
110284	Remote Code Reader (794 Emitters only)	$	308.00
PNS10-501610P	Handheld Code Reader (794 Only)	$	561.00
110282	Serial Comm Cable RS232 (Emitter Programming)	$	21.00
110270	Y Cable (Emitter Programming)	$	359.00
0	794/494 & 792/492 Hardware Install Kit	$	338.00
110271	794/494 & 792/492 Emitter Cable Assy.	$	82.00
110613	Gps Radio Antenna 1050 White	$	205.00
110613A	Gps Radio Antenna 1050 Black	$	205.00
110615	GPS Vehicle Interface Cable	$	167.00
	GTT Software		
0	CMS Software for Five Intersections	$	750.00
0	CMS Annual Maintenance for Five Intersections	$	113.00
0	Analytics Software Setup Charge	$	7,380.00
0	Analytics Software Per Vehicle	$	123.00
	GTT Gate Opener Kit		
200201B	721 Gate Opener Kit includes 721 Detector, 462 Phase selector, RTC 380 Card Rack with 100 ft of 138 Cable, Narrow Hub	$	2,740.00
	GTT Installation and Health Check Labor (CTC)		
CTCINSTALL	GPS Opticom Intersection 5 hours $260 per hour	$	1,300.00
CTCINSTALL	IR Intersection 4 direction 10 hours $260 per hour	$	2,600.00
CTCINSTALL	IR Diamond Intersection 12 hours $260 per hour	$	3,120.00
CTCINSTALL	GPS Diamond Intersection* 5 hours $260 per hour (requires site visit)	$	1,300.00
CTCINSTALL	IR Emitter Install 4 hours $130 per hour	$	520.00
CTCINSTALL	GPS/Multimode Vehicle kit 5 hours $130 per hour	$	650.00
CTCINSTALL	Intelligreen System/RTC System FSW 8 hours $260 per hour	$	2,080.00
CTCINSTALL	Opticom Initial HealthCheck per Intersection	$	75.00
CTCINSTALL	Opticom Annual Maintenance per Intersection	$	230.00
	GTT Canoga		
	GTT Canoga Note: Measurement and Carriers and install need to be included wit any quote of Canoga Microloops		
110330	9004 Four Channel Card (Two Lanes Speed and Length)	$	675.00
111501	1000 ft Spool Home run cable per FT	$	0.70
78-8114-5717-1	Installaton Kit 702 Non invasive Microloop	$	118.00
78-8114-5707-2	Installaton Kit 7002 Non-Invasive Microloop	$	67.00
78-8118-6123-2	Carrier Package@ 25 Units 702 Non Invasive Microloops	$	182.00

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78-8118-6124-0	Carrier Package@ 50 Units 702 Non Invasive Microloops	$	364.00
75-0301-3114-0	701-1 Single Microlooop with 75 ft Cable	$	202.00
75-0301-3115-7	701-1 Single Microlooop with 150 ft Cable	$	235.00
75-0301-3116-5	701-1 Single Microlooop with 250 ft Cable	$	278.00
75-0301-3117-3	701-1 Single Microlooop with 500 ft Cable	$	388.00
75-0301-3118-1	701-1 Single Microlooop with 1000 ft Cable	$	608.00
75-0301-3119-9	701-2 Double Microlooop with 75 ft Cable	$	373.00
75-0301-3120-7	701-2 Double Microlooop with 150 ft Cable	$	406.00
75-0301-3121-5	701-2 Double Microlooop with 250 ft Cable	$	450.00
75-0301-3122-3	701-2 Double Microlooop with 500 ft Cable	$	560.00
75-0301-3123-1	701-2 Double Microlooop with 1000 ft Cable	$	780.00

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide Design Consulting Services for Renovations at 200 Government Street

Amount of Contract:

$48,451.17

Funding Source

Project # 200 Government Street – Design Consulting Services for Renovations MX-068-22 — **Discretionary Funds**

Project String 10043032-42200 — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
MX-068-22 200 Government Street 3rd Floor – Consultant Services for Interior Office Renovations	Cover Memo	7/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/27/2022 - 6:19 PM
Budget	Holt, Robert	Approved	7/28/2022 - 9:12 AM
Legal	Kern, Chris	Approved	7/28/2022 - 3:02 PM
			7/28/2022 - 3:02

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 3:05 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	dakinstreet, LLC
Project Name:	200 GOVERNMENT STREET – 3rd FLOOR RENOVATION
Project Number:	MX-068-22
Amount:	$48,451.17

Adopted:

_____
City Clerk

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

dakinstreet, llc
52 Bienville Avenue
Mobile, Alabama 36606

City of Mobile Business License No.: 093022
Secretary of State Registration No.: 000-422-867

for the following Project:
(Name, location and detailed description)

200 Government Street, 3rd Floor – Office Renovation
200 Government Street
Mobile, Alabama 36602

Project Number: MX-068-22
For Architectural Services for interior renovation of existing office space.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1., in Appendix A, Proposal for Architectural Services for: 200 Government Street, 3rd Floor – Office Renovation, dated June 29, 2022, and in Insurance Requirements.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Refer to Appendix A "Assumptions"

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Appendix A "Assumptions"

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate and Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Appendix A:
(List name, legal status, address, and other contact information.)

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.1 Mechanical, Electrical and Plumbing Engineer:

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609

.2

(Paragraphs deleted)

Other, if any:

(List any other consultants and contractors retained by the Owner.)

Construction Materials Testing Engineering – TBD
Alabama Department of Environmental Management QCI/QCP – TBD
Special Inspections as required by International Building Code - TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Steve Stone, Architect/Owner
dakinstreet, LLC
52 Bienville Avenue
Mobile, Alabama 36606
(251) 382-8317
Email: steve@dakinstreet.com

§ 1.1.11 *(Paragraphs deleted)*

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

.1 Workers' Compensation/Employer's Liability:
Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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

.2 Comprehensive General Liability Insurance:
Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

3. Automobile Liability Insurance:

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

4. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $3,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

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.2 Projects over $1,000,000, to be determined by Owner

6. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

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

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

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

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

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

§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

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other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 procuring the reproduction of Bidding Documents.

.2 using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

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.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not

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show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information.

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Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 receive, review and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Programming	N/A
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	N/A
§ 4.1.1.9 Landscape design	N/A
§ 4.1.1.10 Architectural interior design	N/A
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	N/A
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	N/A
§ 4.1.1.15 As-designed record drawings	N/A
§ 4.1.1.16 As-constructed record drawings	N/A
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 (Bi-weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

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§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction

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are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

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§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

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

§ 8.1.6 Standard of Performance:

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

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

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N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or

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unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Forty Eight Thousand, Four Hundred Fifty Dollars and Seventeen Cents ($48,451.17)

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

A. Basic Services Stipulated Sum N/A
B. Reimbursable Expenses: not to exceed $750.00
C. Total Compensation: not to exceed N/A

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

(Row deleted)			
Design Development Phase	fifty	percent (50 %)	
Construction Documents Phase	forty	percent (40 %)	
(Row deleted)			
Construction Phase	ten	percent (10 %)	
Total Basic Compensation	one hundred	percent (100 %)	

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§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)
Architect/Principal	$175.00

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15%) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.
(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

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ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
a. Proposal for Architectural Services, Exhibit A
b. Architect's Certificate of Insurance with Endorsements
c. Architect's State of Alabama Business Entity Record
d. Architect's E-Verify Documentation

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Proposal for Architectural Project Services for renovations to the third floor of 200 Government Street in Mobile, Alabama, dated June 13, 2022

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ARTICLE 14 NON DISCRIMINATION

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

ARTICLE 15 IMMIGRATION LAW

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

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

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

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

ATTEST:

City Clerk

ARCHITECT *(Signature)*

Steve Stone, Owner, License No. 6473
(Printed name, title, and license number, if required)

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared STEVEN STONE as PRINCIPAL of Oakinstreet, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of PRINCIPAL.

Sworn to and subscribed for me this 30TH day of JUNE, 2022.

DINA MUKESHCHANDRA PATEL
NOTARY PUBLIC
My Commission Expires: My Commission Expires 3/11/2025

DINA MUKESHCHANDRA PATEL NOTARY PUBLIC ALABAMA STATE AT LARGE

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dakinstreetarchitects
architecture | interior design

June 29, 2022 (THIS PROPOSAL SHALL SUPERSEDE ALL OTHERS TO DATE)

David Cordingly
Capital Improvement Project Manager
City of Mobile
205 Government St
Mobile, AL 36602

Re: Proposal for Architectural Project Services for renovations to the third floor of 200 Government Street in Mobile, Alabama.

David,

Thanks again for allowing dakinstreet architects the opportunity to offer project services for the renovations to the third floor at 200 Government. The following is a breakdown of the project and services to be rendered as understood:

1.0 Assumptions

1.1 This proposal, when signed and returned, shall serve as an informal agreement ("The Agreement") between **City of Mobile** ("**Owner**") and **dakinstreet, LLC** ("**dSt**"). Once agreed upon, a formal **AIA-B101-2017** contract will be prepared and distributed for execution prior to commencement. Upon execution, this proposal shall become "Appendix A" of the eventual contract.

1.2 The project as understood consists of renovations to the third floor of 200 Government Street in downtown Mobile. The entire floor area is approximately 6,225 square feet. In 2015, approximately 1,725 square feet was renovated on the western portion of the floor. This project shall modify those renovations slightly, while joining that space with the remainder of the third floor in the future offices of the Office of Professional Responsibility. The Owner has provided the following conceptual program, which will be used as a design reference. This program is mainly outside of the existing former iTeam space and existing bathrooms/corridor/mechanical spaces, etc.

Spatial Needs:

1.3 (15) Total Offices
- 1.3.1 (3) Interview Rooms
  - 1.3.1.1 No windows
  - 1.3.1.2 Special AV wiring needs
  - 1.3.1.3 Sound attenuation batt insulation in walls, Acoustic wall paneling
  - 1.3.1.4 Extend wall to underside of deck
- 1.3.2 (3) Executive Offices
  - 1.3.2.1 Large windows
- 1.3.3 (9) Staff Offices

1.4 Secured Storage Room

1.5 Observation Room
1.6 Break Room
1.7 Lobby Area
  1.7.1 (4) Chairs
  1.7.2 Weapon/Gear Storage Lockers

1.8 A conceptual design has been provided by the **Owner** along with the above-mentioned program. This document shall only be used as a reference. Once a final code search is complete, the layout may likely be altered to some degree pending code compliance check, existing conditions, and Owner/End User input.

1.4 This proposal shall include no MEP, sprinkler, structural, or civil engineering work. dSt shall coordinate with the **Owner's** separately-contracted engineering team as needed.

1.5 The project shall be permitted through **City of Mobile** using IBC 2012 edition.

1.6 It is assumed that no hazardous materials are existing on site and if that the **Owner** has performed, or will perform a hazardous material assessment and immediate mitigation if hazardous materials are present.

1.7 There appears to be a termite issue present in the building. Remediation and treatment shall be the responsibility of the Owner and should be completed prior to construction beginning.

1.8 **This proposal shall include**

1.8.1 **Architectural / Interior design and documentation**
  1.8.1.1 Reference Site Plan
  1.8.1.2 Building Code Summary
  1.8.1.3 Life Safety Plan
  1.8.1.4 Floor Plans
  1.8.1.5 Reflected Ceiling Plans
  1.8.1.6 Finish Plans
  1.8.1.7 Detail sections
  1.8.1.8 Sections and Details
  1.8.1.9 Interior elevations
  1.8.1.10 Interior details
  1.8.1.11 Material and finish selection
  1.8.1.12 Specifications Manual

1.8.2 **Engineering coordination**
  1.8.2.1 Mechanical systems coordination
  1.8.2.2 Electrical systems coordination
  1.8.2.3 Plumbing systems coordination

1.8.3 **Project coordination and administration**
  1.8.3.1 Consultant coordination
  1.8.3.2 Bid services (preparation, review, recommendation)
  1.8.3.3 Construction Administration and Observation
  1.8.3.4 Contractor pay application review

2.0 Provided Services

2.1 Upon Notice to Proceed, dSt will begin with either an in-person meeting with the Owner and MEP engineers to go over the preliminary conceptual design, scheduling, mechanical systems, and other project expectations will also be on the agenda.

2.2 dSt shall conduct a full code search of the project and this, along with the Owner-provided concept, shall guide the production of the Life Safety plan and proposed floor plan.

2.3 dSt shall develop an initial layout and forward to the Owner for review and discussion. The layout will continue to be tweaked until the Owner is satisfied. Coordination with the MEP team will occur concurrently.

2.4 The first stopping point will be an Issue for 50% Owner Review. The Owner shall review and approve prior to further work continuing.

INVOICE #1

2.4 Invoice #1 (50% of Total Fee) shall be issued following the Issue for 50% Owner Review.

2.5 Once the Issue for 50% Owner Review is reviewed and approved, the project will see the HVAC, plumbing, electrical, and general detailing continue, and dSt will work towards an Issue for 95% Final Owner Review. The Project Manual will also begin to take shape.

2.6 It is expected that no major design changes will occur after the Issue for 50% issue without incurring additional service fees. Major design changes include significant reconfiguration of spaces, or other changes that requires redoing multiple drawing sheets.

INVOICE #2

2.7 Invoice #2 (40% of Total Fee) shall be issued following deliverance of the Issue for 95% Final Owner Review.

2.8 Once the Issue for 50% Owner Review is reviewed and approved, the Issue for Bid (drawings and Specifications) will be produced supplied to the Owner in digital PDF format. If the City needs physical prints to be viewed by bidders, they can be provided per the compensation schedule on request. All printing paid by dSt shall be reimbursed per the compensation schedule.

2.9 dSt shall assist the Owner in preparing any print ad for potential bidders if needed. dSt shall conduct an on-site Pre-Bid conference, as well as address any RFI's and changes during the bid process. dSt shall be available for the opening of bids and subsequent discussion/recommendations of the bids.

2.10 If there are any plan review comments by either the City of Mobile, dSt shall follow the progress of the plan review and coordinate the necessary revisions and resubmit once they have reviewed the plans. dSt shall prepare the resubmittal drawings and submit it to the City. All fees paid by dSt shall be reimbursed per the compensation schedule.

2.11 Once comments from the jurisdictions are received and approved, an Issue for Construction will be compiled and distributed for the Owner's and selected General Contractor's use.

2.12 Once construction begins, **dSt** shall attend on-site Owner/Architect/Contractor (OAC) meetings bi-weekly for the duration of construction. dSt estimates the construction time at **180 calendar days** from Notice to Proceed. **dSt** shall attempt to perform site visits in concurrence with payment applications from the General Contractor. **dSt** shall be available during construction to answer any questions by the **Owner** and/or contractor and provide alternate solutions if unforeseen issues arise.

2.13 **dSt** shall review and approve all monthly pay applications and present to the **Owner**. Other construction-period contractual items such as Change Directives, Change Orders, etc. shall be reviewed and presented to the **Owner**.

2.14 Upon near-completion of the project, **dSt** shall perform a final inspection and issue a **Letter of Substantial Completion** to the **City of Mobile**.

FINAL INVOICE

2.15 FINAL INVOICE **(10% of Total Fee)** will issued following the Final Pay Application, adjusted accordingly, and reimbursable expenses included.

3.0 Services Not Provided

3.1 Mechanical, Electrical, or Plumbing Engineering Consulting
3.2 Geotechnical Report / Geotechnical Soil Testing
3.3 Structural Engineering
3.4 Placing any ads for bids or other purposes
3.5 Construction Cost Estimating
3.6 Civil and/or Storm water engineering
3.7 Landscape design
3.8 Environmental or Hazardous Material Testing
3.9 Surveying
3.10 Any City or County fees (Permit, Land Disturbance, R-O-W, Plan Review, Resubmission, etc). **All fees paid by dSt shall be reimbursed per the compensation schedule**

4.0 Deliverables

4.1 Digital PDF file of the Issue for 50% Owner Review
4.2 Digital PDF file of the Issue for 95% Final Owner Review
4.3 Digital PDF file of the Issue for Bid (drawings and manual)
4.4 Digital PDF file of the Issue for Construction (drawings and manual)
4.5 Printed copies as requested for submission to City of Mobile or other use
4.6 Letter of Supervision
4.7 Letter of Substantial Completion
4.8 **Additional prints available upon request. *All printing shall be reimbursed at 1.15 times cost**

5.0 Schedule and Compensation

5.1 The drawings shall be completed as quickly as possible and are dependent greatly on timely responses and decisions from the **Owner**, **End User**, and review time by the **City of Mobile**

5.1.1 For the purposes of this proposal, the estimated construction cost for the project, based on current industry conditions is $835,365.00. The fee below is based off 5.8% of the estimated construction cost.

5.2 For services rendered list above, dSt shall be paid the Stipulated Sum of **Forty Eight Thousand, Four Hundred Fifty One dollars and Seventeen cents ($48,451.17).**

5.3 This fee shall be broken down and invoiced as such:

Invoice 1	At time of **Issue for 50% Owner Review** (50%)
Invoice 2	At time of **Issue for 95% Owner Review** (40%)
FINAL	At time of **Final Pay Application** (10% + any reimbursable expenses)

5.4 **All printing shall be reimbursed at 1.15 times cost. Assuming most coordination shall be done via email outside of scheduled meetings, all travel to and from the site shall be included in this proposal.**

5.5 **The amount of reimbursable expenses shall not exceed $750.00**

5.6 **Any services above and beyond the agreed upon services incurred by Owner-directed changes affecting the Architect drawings will be billed at an hourly rate of one hundred seventy five dollars ($175.00/hr).** The **Owner** will be notified before any additional services are rendered.

5.7 Invoices shall be submitted on the schedule above and shall be expected to be paid in full within 30 days of receipt. **No work shall continue prior to receiving payment from any outstanding invoice. If at any point the project stalls for any reason, an invoice shall be submitted for services to date.**

6.0 Additional Terms

6.0 The **Owner** shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The **Owner** shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The **Architect** shall be entitled to rely on the accuracy and completeness of the **Owner's** information. The **Owner** shall furnish consulting services not provided by the **Architect**, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; civil engineering, geotechnical engineering; and environmental testing services. The **Owner** shall employ a Contractor,

experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

6.1 Physical drawings, specifications and other documents prepared by the **Architect** are the **Architect's** Instruments of Service, and are for the **Owner's** use solely with respect to constructing the Project. The **Owner** shall be allowed full use of drawings and specifications in PDF and DWG format. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the **Owner** substantially performs its obligations under this Agreement, the Architect grants to the **Owner** a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The **Owner** agrees to indemnify the **Architect** from all costs and expenses related to claims arising from the **Owner's** use of the Instruments of Service without retaining the **Architect**. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

6.2 In the event of termination, suspension or abandonment of the Project by the **Owner**, the **Architect** shall be compensated for services performed. The **Owner's** failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the **Architect** or the **Owner** may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

6.3 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the **Owner** or the **Architect**.

6.4 The **Architect** shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

7.0 Signatures

7.0 **dakinstreet architects thanks you again for your consideration. If you would like to proceed, please sign, date, and return. Upon return a formal AIA Owner/Architect contract will be drafted up and forwarded for review with this document acting as an exhibit to that contract.**

Signature Printed Name Date

Regards,

Steve Stone | principal: dakinstreet architects | 70 N. Joachim St | Mobile, Alabama | 36602 | 251.382.831

Alabama Secretary of State

dakinstreet, llc	
Entity ID Number	000 - 422 - 867
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	07/23/2008
Registered Agent Name	STONE, STEVE
Registered Office Street Address	52 BIENVILLE AVE MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	ARCHITECTURAL SERVICES
Members	
Member Name	STONE, STEVE
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	07/23/2008 Certificate of Formation 2 pgs.

Browse Results | New Search

Company ID Number: 706606

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer dakinstreet, LLC steve stone	
Name (Please Type or Print) ***Electronically Signed***	Title 06/13/2022
Signature	Date
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**dakinstreet, LLC**
Company Facility Address:	**52 Bienville Avenue**
	Mobile, AL 36606
Company Alternate Address:	
County or Parish:	**MOBILE**
Employer Identification Number:	**263061041**

Company ID Number: 706606

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	1 to 4
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name: **steve stone**
Telephone Number: **(251) 382 - 8317** Fax Number:
E-mail Address: **steve@dakinstreet.com**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2022

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: Jaime Mellinger
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmellinger@risk-strategies.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
dakinstreet, LLC 52 Bienville Avenue Mobile AL 36606	INSURER A: XL Specialty Insurance Company	
	INSURER B: Twin City Fire Insurance Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2141405845 **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			20SBMAL3SB7	04/16/2022	04/16/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			20SBMAL3SB7	04/16/2022	04/16/2023	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 $ 10,000			20SBMAL3SB7	04/16/2022	04/16/2023	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Professional Liability			DPS9927263	06/19/2021	06/19/2024	Each Claim Aggregate	$1,000,000 $2,000,000

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

Re: 200 Government Street Third Floor Renovations

CERTIFICATE HOLDER

City of Mobile
200 Government Street
Mobile AL 36602

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

MB Austin

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AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Shayla Beaco, Build Mobile

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize a grant application to the U.S. Department of Interior through the Alabama Historical Commission in the amount of $14,144.83 for the Certified Local Government (CLG) Grant Program supporting digitization efforts by the Mobile Historic Development Office. There is a match requirement in the amount of $9,429.89 for a total project cost of $23,574.72.

Funding Source

Project # **Discretionary Funds**

Project String 5000500093150 - FY23 Budget **Contract Number:**

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

Grant Funds $14,144.83 **Matching Funds** $9,429.89

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	7/27/2022
Resolution	Resolution Letter	7/27/2022

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	7/27/2022 - 1:11 PM
Legal	Kern, Chris	Approved	7/27/2022 - 1:23 PM
Legal	Kern, Chris	Approved	7/27/2022 - 1:23 PM
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:50 PM

CITY OF MOBILE

BUILD MOBILE DEPARTMENT

July 19, 2022

July 19, 2022

To Whom it May Concern,

The resolution to submit an application for $14,144.83 of Historic Preservation Fund (CFDA 15.904) grant funding from the U.S. Department of the Interior through the Alabama Historical Commission (State Historic Preservation Office) to support the Mobile Historic Development Commission's (MHDC) obligations under the City of Mobile's Certified Local Government (CLG) agreement with the Alabama Historical Commission is attached. The grant funds and 40% City of Mobile match ($9,429.89) would be used to continue and maintain the existing part-time, contractual Digitization Project Assistant position within the Historic Development office for approximately twelve months. Upon completion of all phases of the project, access to the records will be available to property owners, researchers, and other interested members of the public. Further, digitization of the department's paper property files will serve to protect invaluable historic records in case of disaster and ensure public access to these records.

We look forward to continued communications with you on this important project. Please call me (251-208-7807) or email me (shayla.beaco@cityofmobile.org) with any questions.

Respectfully,

Shayla Beaco
Executive Director
Build Mobile

cc: Lisa Lambert

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor is authorized to apply, accept and receive Historic Preservation grant funding from the U.S. Department of Interior through the Alabama Historical Commission in the amount of $14,144.83. Said funds are in support of the Certified Local Government (CLG) Grant Program for continued efforts in the digitization project by the Historic Development Office. There is a match requirement in the amount of $9,429.89 for a total project cost of $23,574.72.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant if offered and to sign any agreements or other documents in connection with the grant application and to provide any information required by the U.S. Department of Interior and the Alabama Historical Commission. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

BE IT FURTHER RESOLVED that the Mobile City Council commits to a local cash match in the amount of $9,429.89, if said grant is awarded.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/28/2022 - 2:55 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:8/2/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to adopt the Title VI Update for the City of Mobile Parks and Recreation Department and the Wave Transit System

Amount of Contract:

n/a

Effective Date of Contract:

8/9/2022

Funding Source

Project # Title VI Update for City of Mobile Parks and Recreation Department and the Wave Transit System

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 to adopt Title VI Update for Parks and Rec Dept and Wave Transit	Resolution Letter	7/27/2022
2022 Title VI Program Update	Backup Material	7/27/2022

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	7/27/2022 - 4:00 PM
Legal	Kern, Chris	Approved	7/27/2022 - 4:08 PM
Mayors Office	Montgomery, Brandi	Approved	7/28/2022 - 2:50 PM

2022

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA hereby adopts the Title VI Update for the City of Mobile Parks and Recreation Department and the Wave Transit System.

A copy of the said Title VI Update is attached hereto and made a part hereof as though set forth in full.

ADOPTED:

_____
City Clerk

\\Citylawsrv\cycom\WPDocs\D001\P003\00109253.DOC

TRANSIT SYSTEM

Ride the Wave

2022

Title VI PROGRAM

Transit Management of Mobile, Alabama
D/b/a
The Wave Transit System-City of Mobile
And
The City of Mobile Parks and Recreation Department

The Wave Transit System
1224 W. I-65 Service Rd, S.
Mobile AL, 36609

TABLE OF CONTENTS

INTRODUCTION..... 3

Title VI Program Policy Statement..... 4

Non-Discrimination-Your Rights Under Title VI..... 5

Blank Page..... 6

Public Notice of Rights / Complaint Process..... 7

Continued..... 8

Continued..... 9

Title VI Complaint Form..... 10

Continued..... 11

Continued..... 12

Investigations Complaints or Lawsuits (Assurance)..... 13

Local Process for Soliciting, and Public Comment Prior to a Fare Increase or Major Service Reduction..... 14

Continued..... 15

Exhibits & Attachments..... 16

Outreach Initiatives..... 17

Bus Shelters & Passenger Amenities Locations..... 18

Vehicle Headway..... 19

Vehicle Load Ratio..... 20

Vehicle Assignment Sheet..... 21

Vehicle Assignment Sheet..... 22

Continued..... 23

Limited English Proficiency Plan..... 24

Continued..... 25

Continued..... 26

Continued..... 27

Continued..... 28

Continued..... 29

Continued..... 30

Membership of Non-Elected Committees and Councils..... 31

Sub-Recipient Compliance with Title VI..... 32

Title VI Equity Analysis - Not Applicable (N/A) 33

End Document..... 34

Attachments

Service Standards (Operational Procedures)

Organizational Chart

Non-Discrimination Notice-The Wave Transit System (English & Spanish)

Non-Discrimination Notice-City of Mobile Parks & Recreation Dept (English & Spanish)

Wave Transit System Map

U.S. Census Map-Mobile County Minority Percentage Map

U.S. Census Map-People Speaking English Less Than Very Well

Means of Transportation Chart

Service Announcements & Holiday Notices (English & Spanish) Documents

Outreach Initiatives Documents

Introduction

Transit Management of Mobile D/b/a The Wave Transit System (The Wave) is the public transportation provider for the City of Mobile and is required to submit a Title VI update to the Federal Transit Administration (FTA). This update includes the level and quality of transit service provided for minority and low-income areas and system-wide environmental justice policies and procedures, pursuant, as amended Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," published October 1, 2012. The objectives of FTA's Title VI Program are to:

Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner.

• *Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin.*

• *Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.*

This report is submitted to the FTA every three years and is intended to demonstrate compliance with Title VI. This report will detail policies and procedures for ensuring Title VI compliance, including key contacts, policies, and procedures.

Although challenges have been encountered due to economic conditions, and other externalities, The Wave Transit System works to continually provide the best transit service possible to the City of Mobile in a manner that is fair and equitable.

Transit Management of Mobile d/b/a The Wave Transit System
Title VI Policy Statement

Transit Management of Mobile D/b/a The Wave Transit System is the Public Transportation Provider for the City of Mobile, Alabama. The Wave Transit System is governed by the City of Mobile which serves as the Grantee.

The Wave Transit System is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities - the delivery of equitable and accessible transportation services. The Wave Transit System recognizes its responsibilities to the communities in which it operates and to the society it serves. It is The Wave Transit Systems policy to utilize its best efforts to assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of transit service delivery and related benefits.

Toward this end, it is The Wave Transit Systems objective to:

A. Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;

B. Identify and address, as appropriate, disproportionately high, and adverse human health, and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;

C. Promote the full and fair participation of all affected populations in transportation decision making;

D. Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations;

E. Ensure meaningful access to programs and activities by persons with limited English proficiency.

The responsibility for carrying out The Wave Transit Systems commitment to this program has been delegated to the General Manager. Staff is responsible for the day-to-day operations of this Program and the Director of Human Resources who will receive and investigate Title VI complaints which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making The Wave Transit Systems Title VI Program a success.

Updated: ~~April 18, 2022~~

Damon D. Dash
General Manager

APRIL 18, 2022
Date

TRANSIT SYSTEM

Ride the Wave

Non-Discrimination - Your Rights under Title VI of The Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes The Wave Transit System (WTS) has violated his /her Title VI protections, should contact the WTS at 251.344.6600. The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to WTS's customers upon request. WTS's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting The Wave Transit at the above-noted information. For federal Title VI information please contact the Federal Transit Administration (FTA), Region VI at 404.865.5600. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

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TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
THE WAVE TRANSIT SYSTEM, MOBILE, ALABAMA (WTS)

Public Notice of Rights

The following statement shall be posted on site at the WTS office, on the WTS website (www.thewavetransit.com); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: ***(Documents will be translated into languages other than English, upon request.)***

Non-Discrimination - Your Rights under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes The Wave Transit System (WTS) has violated his /her Title VI protections, should contact the WTS at 251.344.6600. The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to WTS's customers upon request. WTS's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting The Wave Transit at the above-noted information. For federal Title VI information please contact the Federal Transit Administration (FTA), Region VI at 404.865.5600. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The Wave Transit System (WTS) grants all citizens equal access to all its transportation services. It is further the intent of the WTS that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the WTS programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that Title VI does not address gender discrimination. It only covers race, color, and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the WTS has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to WTS services as required by Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

WTS's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the WTS.

TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS-CONTINUED
THE WAVE TRANSIT SYSTEM, MOBILE, ALABAMA (WTS)

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the WTS may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

1) A formal complaint must be filed within 180 days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address, and telephone number; name of alleged discriminating official, basis of complaint (race, color, national origin, sex, disability, age), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The WTS strongly encourages the use of the attached ***WTS Title VI Complaint Form*** when filing official complaints.

The preferred method is to file your complaint in writing using ***The Wave Transit System Title VI Complaint Form***, and sending it to:

The Wave Transit System
Civil Rights Officer
110 Beauregard Street, Suite 104
Mobile AL 36602

2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Civil Rights Officer. Under these circumstances, the complainant will be interviewed, and the WTS Civil Rights Officer will assist the Complainant in converting the verbal allegations to writing.

3) When a complaint is received, the Civil Rights Officer will provide written acknowledgment to the Complainant, within ten (10) days by registered mail.

4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided sixty (60) business days to submit the required information. Failure to do so may be considered worthy cause for a determination of no investigative merit.

5) Within fifteen (15) business days from receipt of a complete complaint, the WTS will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the General Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.

   a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.

b. If the complaint is to be investigated, the notification shall state the grounds of the WTS's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6) When the WTS does not have sufficient jurisdiction, the General Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

7) If the complaint has investigative merit, the General Manager or his/her authorized designee will instruct the Civil Rights Officer to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the General Manager within 60 days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Civil Rights Officer will notify the appropriate authorities, and an extension will be requested.

8) The General Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 days from receipt of the complaint.

9) If the Complainant is dissatisfied with the WTS's resolution of the complaint, he/she has the right to file a complaint with the:

Ms. Doretha Foster Region VI Civil Rights Officer
Federal Transit Administration
230 Peachtree, N.W. Suite 1400
Atlanta GA 30303-917

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1A, Chapter IX.

TRANSIT SYSTEM

Ride the Wave

Title VI
Complaint Form

Complaint Form

Instructions: If you would like to submit a Title VI complaint to The Wave Transit System (WTS), please fill out the form below and send it to: The Wave Transit System, Attn: Civil Rights Officer, 110 Beauregard St., Suite 104, Mobile AL 36602. For questions or a full copy of The Wave's Title VI Policy and Complaint Procedures call 251.344.6600.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:

7. Discrimination because of:

☐ **Race/Color**	☐ Sex (includes sexual harassment)	☐ Vietnam Era Veteran
☐ **National Origin**	☐ Sexual orientation	☐ Disabled Veteran
☐ Creed / religion	☐ Marital status	☐ Retaliation
☐ Disability	☐ Age	

BOLD-DENOTES TITLE VI PROTECTED CLASS

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.
9. Why do you believe these events occurred?
10. What other information do you think is relevant to the investigation?
11. How can this/these issue(s) be resolved to your satisfaction?
12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses): Name: Address: Phone Number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes ☐ No

If yes, check all that apply:

☐ Federal agency ☐ Federal court ☐ State court
☐ Local agency ☐ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone Number:

Signature (Complainant):	Date of filing:

Investigations Complaints or Lawsuits

Assurance

As of **April 18, 2022**, there are no active Investigations, lawsuits or Complaints naming The Wave Transit System or the City of Mobile which alleged discrimination on the basis of race, color, or national origin pending. There have been no civil rights review activities conducted in the last three (3) years.

The person or persons whose signature appears below is/are authorized to sign this assurance on behalf of the grant applicant or recipient.

Damon D. Bash
General Manager

APRIL 18, 2022
Date

Local Process for Soliciting and Considering Public Comment Prior to a Fare Increase or Major Service Reduction

City of Mobile/ Transit Management of Mobile d/b/a The Wave Transit System

The following process will be used for soliciting and considering public comment prior to a fare increase or major service reduction:

1. **On-Going Public Comment.** Throughout the year, The Wave Transit welcomes comments by riders and other members of the public. Comments are recorded and accumulated for consideration at the time of the development of draft proposals for service changes, system improvements, and fare structures. Additionally, comments related to service changes including request for new routes or other services are accumulated for consideration during planning activities.

2. **Staff Review of Planning Information.** The staff of The Wave Transit, South Alabama Regional Planning Commission (SARPC), and City staff participate in the review of short- and long-range plans to identify the range of viable possibilities related to services and to cost recovery through fares. Research of the options and of the policy context are completed.

3. **Development of Draft Changes in Service or Fare Changes.** The Wave Transit staff develops draft proposals for changes in services or in fares based upon consideration of public comment, City policy and other direction from City staff, and upon planning information gathered by The Wave Transit and SARPC. The Wave Transit management firm brings their expertise to bear in developing options and in analyzing the viability of the options. The firm provides recommendations to the city for evaluation and consideration.

4. **Distribution of Draft Changes in Services or Fares for Formal Review and Comment.** The draft changes are circulated to SARPC and City staff for comment. The public is encouraged to participate through the regular MPO meeting agenda.

5. **Refinement of Draft Changes.** The Wave Transit staff considers the comments received and prepares suitable revisions to incorporate appropriate public and agency comment. The Wave Transit staff works with the City and SARPC to include the revised changes into the relevant Transportation Improvement Plan.

6. **Incorporation in the City's Annual Budget Process.** The revised changes are reviewed to identify the need for action within the city budget process. The changes are submitted into the budget development process for consideration and incorporated in the annual budget and longer-term capital and equipment budgets. The City's budget development process includes public hearings and invites public comment. Any changes are communicated to The Wave Transit for incorporation into the transit planning and management process.

7. **Public Hearing(s) on Proposed Changes.** The Wave Transit conducts a public hearing/meeting when a fare increases, or major service reduction is proposed. "Major Service reduction" is defined as a reduction which decreases service hours and/or service miles by **20%** of the system total. A

determination is made related to each proposed change as to the appropriate timing of the public hearing. If service changes are temporary in nature for the evaluation of the proposal, the hearing will be held after the pilot period and the evaluation is completed. For changes in fares or significant service changes, the hearing will be held prior to the initiation of action.

If the service changes are deemed to be minor or schedule modifications, The Wave Transit can recommend the changes to go forward without City of Mobile action and implement them.

The Wave Transit completes the hearing, considers the comments received, and makes final recommendations to the City of Mobile. The City of Mobile may choose to act on the recommendation or may wish to hold additional public hearings.

8. **Publication of Notice of Service and Fare Changes.** After the final approval process by the City of Mobile, a notice is published in the Mobile Press Register and Mobile Beacon for all major service reductions/changes and for fare changes. Also, information is provided in the buses and other public information distribution points.

Approved as Policy: Michael C. Dow, Mayor (June 1998)
Updated: April 2022

EXHIBITS & ATTACHMENTS

Outreach Initiatives
Bus Shelters & Passenger Amenities
Vehicle Headway
Vehicle Load Ratio
Vehicle Assignment Sheet
Limited English Proficiency Plan
Service Standards
Organizational Chart
Non–Discrimination Notice-The Wave Transit System (English & Spanish)
Non-Discrimination Notice-City of Mobile Parks & Recreation Department (English & Spanish)
Wave Transit System Map
Mobile County Minority Percentage Map
U.S. Census Map-People Speaking English Less than Very Well
Means of Transportation Chart

<u>Supporting Documentation</u>
Service Announcements & Holiday Notices- English & Spanish
Outreach Initiatives

EXHIBIT #1-OUTREACH (INITIATIVES, PUBLIC MEETINGS and OUTREACH STEPS)

2019

- Bishop State Community College (Main Campus; Carver Campus) Orientation
- University of South Alabama (Main Campus) Orientation
- Alabama Department of Mental Health
- Transit Awareness Day
- Senior Bowl
- Radio Interviews (WGOK-AM 900; WBLX-FM 92.9; WDLT-FM 104.1)
- Mobile Area Chamber of Commerce
- Mobile Area Advisory Commission for the Disabled
- Independent Living Center of Mobile

2020

- Bishop State Community College (Main Campus; Carver Campus) Orientation
- University of South Alabama (Main Campus) Orientation
- Volunteers of America
- Senior Bowl
- Radio Interviews (WGOK-AM 900; WBLX-FM 92.9; WDLT-FM 104.1)
- Mobile Area Advisory Commission for the Disabled
- Independent Living Center of Mobile

2021

- Mobile Project Homeless Connect
- Volunteers of America
- Radio Interviews (WGOK-AM 900; WBLX-FM 92.9; WDLT-FM 104.1)
- Mobile Area Advisory Commission for the Disabled
- Independent Living Center of Mobile

OUTREACH STEPS

- City of Mobile Public Comment Telecommunication System (311)
- The Wave Transit System Online Questionnaire
- The Wave Transit System LEP Complaint Form
- The Wave Transit System Fixed Route Buses
- Mobile Register
- Lagniappe
- New Citizens Academy ("Night School" Teaching City Residents How Local Government Works)
- Big Brothers Big Sisters of South Alabama (BIG Walk and BIG Event)

EXHIBIT #2- BUS SHELTERS & PASSENGER AMENITIES-LOCATIONS

1. *Government St. / Broad St.*
2. *Springhill Avenue (Crichton Shopping Center) *
3. Springhill Avenue & Catherine Street
4. *Athey Rd. / Zeigler Blvd.*
5. *Bay Shore Ave. / Frederick St.*
6. *Broad St. (Greer's Shopping Center) *
7. *Duval St. / Houston St.*
8. *Stanton Rd. (MARC) *
9. *Dauphin Island Pkwy. (B.C Rain High School) *
10. *St. Stephens Rd. / Cox (TEEN Center) *
11. *Broad St. / Baltimore St.*
12. *Regions Bank-Springhill Ave.*
13. *Martin Luther King (Franklin Clinic) *
14. *GM&O Transportation Center *
15. *GM&O Transportation Center*
16. *GM&O Transportation Center*
17. *GM&O Transportation Center*
18. Tillman's Corner-Wal-Mart
19. Alabama Cruise Terminal Parking (Civic Center)
20. Government St. / William St. (Loop)
21. Grelot Rd. (Mobile Public Library)
22. *Allison St. / St. Stephens Rd.*
23. *Duval St. / DIP (Franklin Primary Clinic) *
24. *Washington Ave. / Texas St.*
25. *Prichard Ave / Wilson Ave.*
26. *Lowes- Beltline Service Rd.*
27. The Wave Transit System -Beltline Office
28. Bienville Square (St. Francis / St. Joseph)
29. *Walmart- Beltline Service Rd.*
30. Gulf Quest Maritime Museum
31. *The Shoppes at Bel Air Mall*
32. *Arlington Park*
33. *City of Prichard Transportation Hub*
34. Montlimar Drive / Michael Blvd.
35. Key Street / West I-65 Service Road, South.

(*) INDICATES THE LOCATION IN A MINORITY CENSUS TRACT

EXHIBIT #3 -VEHICLE HEADWAYS

Route	Peak	Off-Peak
1	60	60
4	60	60
5	**60**	**60**
7	**60**	**60**
9	**60**	**60**
10	**60**	**60**
11	**60**	**60**
12	60	60
15	**60**	**60**
16	**60**	**60**
18	60	60
19	60	60

UNDERLINED **BOLD** NUMBERS INDICATE MINORITY TRANSIT ROUTES

EXHIBIT #4 -2022 VEHICLE LOAD RATIO

Route	Daily Passengers **Average**	Trips	Available Seats	Load Factor **Seat / Passenger**
1	98	27	29	783/7.99
4	106	27	29	783/7.39
5	135	27	29	783/5.80
7	87	33	29	957/11.0
9	221	32	29	928/4.20
10	154	28	29	812/5.27
11	96	26	29	754/7.85
12	208	27	29	783/3.76
14	12	11	26	286/23.8
15	60	29	29	841/14.02
16	34	26	29	754/22.18
18	122	24	29	696/5.70
19	11	11	26	286/26

EXHIBIT #5 Vehicle Assignment Sheet
(NEXT PAGE)

Relief Point	Time On	Time Off	Relief Location	Platform Hours	Pre-Trip	Guaranteed	Total
Bel-Air	01:55 PM	07:00 PM	Garage	5.08	0.08		5.16
GM&O	12:55 PM	06:10 PM	Garage	5.25	0.08		5.33
GM&O	12:55 PM	06:00 PM	Garage	5.08	0.08		5.16
Garage	05:35 AM	10:55 AM	GM&O	5.33	0.25		5.58
GM&O	12:55 PM	06:45 PM	Garage	5.83	0.08		5.91
Garage	05:40 AM	10:45 AM	Bel-Air	5.08	0.25		5.33
Garage	02:40 PM	06:40 PM	Garage	4.00	0.08		4.08
Garage	05:55 AM	01:55 PM	Bel-Air	8.00	0.25		8.25
Garage	05:40 AM	12:55 PM	Bel-Air	7.25	0.25	0.50	8.00
Bel-Air	12:55 PM	06:50 PM	Garage	5.92	0.08	2.00	8.00
Garage	05:40 AM	12:55 PM	GM&O	7.25	0.25	0.50	8.00
Garage	04:40 AM	11:55 AM	GM&O	7.25	0.25	0.50	8.00
GM&O	11:55 AM	07:10 PM	Garage	7.25	0.08	0.67	8.00
Garage	05:05 AM	12:55 PM	GM&O	7.83	0.25		8.08
GM&O	12:55 PM	07:15 PM	Garage	6.33	0.08	1.59	8.00
Garage	05:15 AM	12:55 PM	GM&O	7.67	0.25		8.00
GM&O	12:55 PM	09:35 PM	Garage	8.67	0.08	0.25	8.92
Garage	05:55 AM	01:55 PM	Bel-Air	8.00	0.25		8.25
Bel-Air	01:55 PM	09:55 PM	Garage	8.00	0.08		8.08
Garage	04:55 AM	12:55 PM	Bel-Air	8.08	0.25		8.25
Bel-Air	12:55 PM	09:55 PM	Garage	9.00	0.08		9.08
Garage	04:55 AM	11: 55 AM	GM&O	7.00	0.25	0.75	8.00
Bel-Air	11:55 AM	07:00 PM	Garage	7.08	0.08	0.84	8.00
Garage	04:55 AM	12:55 PM	Bel-Air	8.00	0.25		8.25
Bel-Air	12:55 PM	06:55 PM	Garage	6.00	0.08	1.92	8.00
Garage	05:00 AM	11:55 AM	GM&O	6.82	0.25	0.93	8.00
GM&O	11:55 AM	07:00 PM	Garage	7.08	0.08	0.84	8.00
Garage	06:00 AM	12:55 PM	GM&O	6.92	0.25	0.83	8.00
GM&O	10:55 AM	06:35 PM	Garage	7.67	0.08	0.25	8.00
Garage	05:05 AM	11:55 AM	GM&O	6.83	0.25	0.92	8.00
GM&O	11:55 AM	07:35 PM	Garage	7.50	0.08	0.42	8.00
Garage	06:40 AM	02:40 PM	Garage	8.00	0.25		8.25
Garage	05:10 AM	12:55 PM	GM&O	7.75	0.25		8.00
Garage	05:10 AM	10:55 AM	GM&O	5.75	0.25	2.00	8.00
GM&O	10:55 AM	06:50 PM	Garage	7.92	0.08		8.00
Garage	05:30 AM	11:55 AM	Bel-Air	6.33	0.25	1.42	8.00
Bel-Air	11:55 AM	07:05 PM	Garage	7.17	0.08	0.75	8.00
Bel-Air	10:45 AM	06:20 PM	Garage	7.58	0.08	0.34	8.00
Garage	05:10 AM	01:00 PM	Providence	7.83	0.25		8.08
Providence	12:30 PM	07:30 PM	Garage	7.00	0.08	0.92	8.00
TOTAL				**278.30**	**6.60**	**19.14**	**304.04**

Limited English Proficiency (LEP) Plan

Transit Management of Mobile
D/b/a
The Wave Transit System
1224 West I-65 Service Road, South
Mobile, Alabama 36609
(251) 344-6600
www.thewavetransit.com

Updated: April 2022

Introduction

This Limited English Proficiency Plan (LEP) has been prepared to address The Wave Transit Systems' (WTS) responsibilities as a direct recipient of federal financial assistance as they relate to the needs of individuals with limited English skills. This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et se, and it is implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or natural origin.

Plan Summary

WTS has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by The Wave. As defined in Executive Order 1316 6, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, WTS undertook the U.S. DOT four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a WTS program, activity, or service.
2. The frequency with which the LEP persons come in contact with WTS programs activities or services.
3. The nature and importance of programs, activities or services provided by WTS to the LEP population.
4. The resources available to WTS and overall cost to provide LEP assistance.

Four-Factor Analysis

1. ***The number or proportion of LEP persons in the service area who may be served or are likely to encounter a WTS program, activity, or service.***

   The eligible service population figures were taken from U.S. Census Bureau estimates from Mobile County. Based on the 2020 American Community Survey, there are 386,795 people in Mobile County who are five years and older. Of this group, 369,769 (96%) speak only English. The four most common other languages spoken at home are Spanish 7,281 (2.0%), Other Indo- European 2,874 (0.7%), Asian and Pacific Islanders languages 5,116 (1.3%), and Other 1,755 (0.5%). The following table provides the estimates for each of these languages and the estimates of people who speak English less than very well.

Language Spoken at Home	Estimated Number	# Who Speak English Less than Very Well
Spanish	7,281	2,367/32.5%
Indo-European	2,874	574 /20.0%
Asian & Pacific Islanders	5,116	2,336 /45.7%
Other	1,755	487/27.7%

2. ***The frequency with which the LEP persons come in contact with WTS programs activities or services.***

WTS assessed the frequency with which staff and drivers have, or could have, contact with LEP persons. The following touch points and frequencies have been identified:

CONTACT POINTS	FREQUENCY
Bus Drivers – Fixed Route	Moderate
Bus Drivers-Map	Moderate
Information Line	Minimum
Dispatchers	Minimum
Route Guides	Moderate
Reservationist	Moderate
On-Street Signage	Moderate
Web Site	Minimum
Receptionist	Moderate
Field Supervisors	Moderate
Print Media	Minimum
Broadcast Media	Minimum
Social Media	Minimum
Public Relations Media	Minimum
Annual Events	Moderate

3. ***The nature and importance of programs, activities or services provided by WTS to the LEP population.***

The largest geographic concentration of LEP individuals in the WTS service area are Spanish; Asian and Pacific Islanders; Indo European, and Other. Services provided by WTS that are most likely to encounter LEP individuals are the Fixed Route System which serves the general public and Brokered Transportation (Mobility Assistance Program) which serves primarily senior and disabled persons. It is also likely that WTS will encounter LEP individuals at the Beltline Office and GM&O Transportation Center where tickets are sold at both locations and Community Outreach Events.

4. ***The resources available to WTS and overall cost to provide LEP assistance.***

WTS assessed available resources that could be used for providing LEP assistance, to include which of its documents would be most valuable to be translated if the need should arise and taking an inventory of available organizations that WTS could partner with for outreach and translation efforts.

Limited English Proficiency (LEP) Plan Outline

There are five (5) areas that comprise WTS LEP PLAN:

1. Identifying LEP individuals who need language assistance
2. Language assistance measures
3. Training Staff
4. Providing Notice to LEP persons
5. Monitoring and Updating the LEP PLAN

1. Identifying LEP individuals who need language assistance

How WTS may identify an LEP person who needs language assistance.

- Examine customer service records for language assistance that has been received in the past, either at meetings or over the phone, to be determined whether language assistance might be needed for future events;

- When WTS sponsors an event, have a staff person greet participants as they arrive. By informally engaging participants in conversation, it is possible to informally gauge each attendee's ability to speak and understand English

2. Language Assistance Measures

How WTS will assist and LEP person who needs language assistance

- Network with local human service organizations that provide service to LEP individuals and seek opportunities to provide information on WTS programs and services;
- Implement a Hispanic Education and Outreach program;
- Post WTS Title VI Policy and LEP PLAN on the agency website www.thewavetransit.com
- Provide travel training to LEP persons;
- Provide a bilingual Community Outreach Coordinator at community events and public hearings;
- Placement of statements in notices and publications that interpreter services are available for meetings, with a seven-day advance notice;
- Provide *Language Identification Flash Cards* at the GM&O Transportation Center, onboard the WTS fleet, in Field Supervisor vehicles and at the Administrative Office (Beltline);
- Include language, i.e., *"Spanish a plus"* on Coach operated recruitment flyers and employment notices;
- Provide language for LEP persons in Route Guides

3. Staff Training

How WTS will train staff on its role and responsibilities in providing meaningful access to services for LEP persons

- Develop a curriculum and corresponding PowerPoint to educate WTS staff on the Title VI requirements for providing meaningful access to services for LEP persons;
- Provide staff with a description of language assistance services offered by WTS;
- Provide staff with specific procedures to be followed when encountering and LEP person, including how to manage a potential Title VI / LEP complaint
- Instruct staff on the use of FTA Identification Flashcards

4. Providing Notice to LEP Persons

How WTS will provide Notice to LEP persons, both oral and written communications:

- Offer general information, such as operation hours of the GM&O Transportation Center and Beltline Administrative Offices, fares, Lost & Found, etc., on the WTS customer service line;
- Implement the use of an automated greeting in both English and Spanish, directing callers to select which language they prefer.

PROVIDE THE FOLLOWING WRITTEN COMMUNICATIONS IN BOTH ENGLISH AND SPANISH:

- Introduction section of the WTS Route Guides which contains information on fares, accessibility, fare / ticket discount information and general riding information;
- Temporary signs at bus stops and transit centers informing customers of any detours and route changes;
- Onboard flyers containing information about route changes, rider alerts, fare increases and public hearings;
- Interior bus signage at transit center that display safety or system policy information;
- Interior bus signage displaying cash fare cost of monthly discount passes and special promotions / campaigns.

5. Monitoring and Updating the LEP PLAN

This plan is designed to be flexible and should be viewed as a work in progress. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and also to monitor changes in demographics and types of services.

WTS will update the LEP as required by U.S. DOT. At a minimum, the plan will be reviewed and updated when data from the most recent U.S. Census is made available, or when clear and higher concentrations of LEP individuals are present in the WTS service area.

How WTS will examine and update its' LEP PLAN.

- Determine how the needs of LEP persons have been addressed;
- Determine the current LEP population in the service area and whether the need for translation services has changed;
- Determine whether local language assistance programs have been effective and sufficient to meet the need;

- Determine whether transit systems financial resources are sufficient to fund language assistance resources needed;

- Determine whether the WTS have fully complied with the goals of the LEP Plan

- Determine whether complaints have been received concerning the company's failure to meet the needs of the LEP individuals.

6. Dissemination of the WTS LEP Plan

How the WTS LEP PLAN will be disseminated to customers and the community

- A link to the WTS LEP PLAN and the Title VI Plan will be included on the WTS web site, www.thewavetransit.com, any person or agency with internet access will be able to access and download the plan from the WTS website. Alternatively, any person or agency may also request a copy of the plan via telephone, fax, mail or in person, and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which WTS will provide, if feasible.

- Distribute the WTS LEP PLAN to human service organizations in the service area.

Questions of comments regarding the WTS LEP PLAN may be submitted to the WTS, attention the following:

Mr. Jamon R. Mosley
Civil Rights Officer
The Wave Transit System
1224 West I-65 Service Road, South
Mobile, Alabama 36609
Office: 251-344-6600, Ext. 225
Fax: 251-344-6678

PROVISION 1

Membership of Non-Elected Committees and Councils-Not Applicable (N/A)

PROVISION 2

Sub Recipients for Compliance with Title VI

Minority communities are identified utilizing the staff's knowledge of the area and U.S. Census data. This knowledge coupled with monthly performance reports provide adequate guidance in the effects of route change and the effects such modifications would have on the minority community.

Should it be determined, that projected changes would affect minority communities, heightened scrutiny will be applied to such proposals.

PROVISION 3

Title VI Equity Analysis

The Wave Transit System has not recently constructed any facilities, nor does it currently have any facilities in the planning stage in the past three years using Federal funding that have required an equity analysis. Therefore, the Wave Transit System does not have any Title VI Equity Analysis reports to submit with this Plan.

END DOCUMENT

TRANSIT SYSTEM

Ride the Wave

THE WAVE TRANSIT SYSTEM

Operational Procedures

Administrative Office
1224 W-65 Service Road, South
Mobile, Alabama 36609
251-344-6600
www.thewavetransit.com

Operational Procedures
FOR THE
The Wave Transit System

TABLE OF CONTENTS

I. GENERAL OPERATING PRINCIPLES 1
II. SERVICE STANDARDS 3
2.1 TRANSIT INFORMATION 3
2.2 BUS STOP LOCATIONS AND AMENITIES..... 4
2.3 TRANSIT PLANNING..... 6
2.4 ON-TIME PERFORMANCE..... 7
2.5 TRANSIT SAFETY AND SECURITY..... 7
2.6 SYSTEM IMAGE..... 8
2.7 MAINTENANCE STANDARDS 8
2.8 REGULAR ROUTE SERVICE STANDARDS 9
2.9 DEMAND RESPONSIVE SERVICE STANDARDS 10
3.1 Revenue Source Evaluation 11
Glossary of Terms 12

I. GENERAL OPERATING PRINCIPLES

The primary responsibility of the Wave Transit System is to provide the best quality public transportation service possible within the limits of its financial resources. Simultaneous attention to the following objectives is required to meet this responsibility.

1.1 The Wave shall be designed, operated, and maintained to maximize customer service. In so doing, The Wave hopes to attract patrons in such numbers, as to assure its continuing viability as a reasonable alternative to the private automobile. Marketing efforts should be maintained to retain current passengers and attract potential customers. The Wave strives to maintain and offer the following features to its customers:

- Quality services,
- Sufficient quantity of service interfacing with other modes of transportation,
- Convenient and easy to read schedules,
- Affordable fares,
- Maximum service area coverage within the limits of its financial resources,
- Shelters, benches and bus stop signs for the convenience and comfort of our passengers.

1.2 The primary focus of The Wave is the **safety** of our passengers and employees. The Wave understands that maximizing safety will allow the system to maintain reliability, provide excellent customer service, and

reduce costs to the system. Operating practices and vehicle maintenance shall be such that any kind of preventable accident will be improbable.

1.3 Our system will be designed to serve the existing patterns of development. It shall remain consistent with the planning process of the Greater Mobile area as is possible within the limits of our financial resources.

1.4 Service improvements and extensions shall be evaluated not only for economic considerations, but also as a public service to provide mobility for both transit dependent riders and patrons using transit as a transportation alternative.

1.5 New developments and improvements in transit vehicle designs will be sought and utilized whenever feasible. Vehicles shall be safe, smooth-riding, climate controlled, quiet, easy to board and alight, well-lit, clean, and aesthetically attractive. Vehicles will be cost effective to maintain and operate with a consideration made for long term use and availability of future funding.

1.6 The Wave will strive for a high degree of customer service. The Wave will consistently improve its methods of recruiting and training, in an effort to insure safe operation by courteous personnel. Our personnel will regularly undergo quality control evaluations to insure that they continue to provide excellent service to our passengers.

1.7 Our service shall be designed to minimize the origin to destination travel time for present and potential customers. This will be achieved by improving the walk, wait, ride and transfer elements of the total transit journey. Transferring shall be minimized by seeking more direct routes, from origin to destination and interlining when possible. Services will be carefully coordinated and adequate facilities shall be provided wherever feasible for patrons to transfer between vehicles with protection from the elements. Routes will be planned to minimize the walking distances of our passengers and current passengers, while continuing to operate efficiently.

1.8 The Wave will cooperate and contribute to the economic and social improvements of the Area by participating in the overall planning process.

1.9 The Wave work environment will convey a sense of respect, dignity, and positive human values realizing that bus operators, supervisors and the telephone information staff are the front line of our customer service function and that ***all*** staff, maintenance, and planning employees have a role in providing excellent customer service.

1.10 Special consideration may be given to those whose transportation needs may be only served by public transportation (elderly, persons with disabilities, students and the economically disadvantaged).

1.11 The Wave will market its services to stimulate our existing riders to expand their use of our services and programs, educate potential customers and employers as to the use and benefits of using transit, and encourage trial ridership in order to create regular transit users.

II. SERVICE STANDARDS

The public operation of a mass transit system requires regular justification of the distribution of resources and the level of service that it provides. In order to maintain *crucial* public support, the public transportation system must be able to demonstrate that the transit system is operating within established and accepted standards. Service standards provide transportation operations and maintenance, transit planners and transit management with a means of measuring the performance of specific routes, services and the transit system as a whole. These standards will be used to develop goals, set plans, and identify areas which may need improvement. Although standards may be met, The Wave will strive to improve upon them. Meeting the established standards will not mean that we can rest on our laurels. This is meant to be a dynamic document that will change as necessary when baseline goals are met. The service standards in this report are not meant to provide absolutes. However, they are meant to serve as warning signals which will guide actions. For cases when the standards are not attained, the reasons for the deficiencies shall be determined and appropriate action will be taken. The Service Standards accepted by The Wave are set for the following aspects of the District's service:

- **Transit Information**
- **Bus Stop Locations and Amenities**
- **Transit Planning**
- **On-Time Performance**
- **System Image**
- **Safety and Security**
- **Maintenance Standards**
- **Regular Route Standards**
- **Demand Responsive Service Standards**

It is understood that service improvements will not be effective unless their benefits are communicated to the public. This plan does not specifically establish standards for ***marketing policies***; however a brief discussion of our marketing responsibility is included in this plan.

2.1 TRANSIT INFORMATION

Transit information is one of the few tangible products that we produce. It is the tool that educates the public about our service.

The following standards apply to information efforts:

- Transit information shall be convenient and easy to read and understand.
- A system map and individual route timetables shall be readily available to the public.
- All revenue service vehicles will prominently display our schedules. Operators will ensure that all buses are equipped with timetables as part of their pre-trip inspection.
- Schedules shall also be available by mail, internet and at selected central points (stores, banks, governmental buildings, colleges, universities, hospitals, and other points frequented by the public) and a log of requests for information by route will be maintained to ease communications with passengers.
- The Wave telephone number will be prominently displayed on all public information and marketing materials.
- Telephone Information Specialists shall be maintained to answer the public's questions in a competent and courteous manner.
- Adequate answering capacity will be provided to minimize busy signals and holding time.
- Technology and training will be sought and provided as feasible to improve the dissemination of transit information

2.2 BUS STOP LOCATIONS AND AMENITIES:

- **Bus Stop Spacing** - The spacing of stops on a bus route often represents a trade-off between the passenger's convenience (walking distances) and the operating speed of the transit system. Closely spaced stops will reduce the walking distances for bus users; but it will also increase the running time. The bus will be required to stop more often to allow for boarding and alighting.

The Wave buses will stop at any intersection upon a signal to the operator where it is safe to do so unless otherwise specified. The Wave standard is to have stops spaced no more than 1320 feet (1/4 mile) apart. In areas that are primarily commercial or in those residential areas having a high population density

- **Bus Stop Signs** - Priority should be given to installing bus stop signs along those routes whose productivity is at or above the system average and along new routes. Bus stop signs will be displayed approximately every two city blocks, where demand is over 5 passengers per day, or near major trip generators. Signs placed on new or existing poles that do not hold other signage will be placed at 6'6" from the ground to the base of the sign. Signs placed on existing poles holding other signage will be placed above the sign, but not below 6'6" from the base of the existing sign. The Wave will review signed bus stop locations to ensure that the stop remains convenient and accessible to the greatest number of users

or potential users. Operators will provide service to all safe stops along the route.

- **Bus Stop Placement** - Bus stops are located in one of three positions: near-side, far-side, turn-and-stop and mid-block. Each of these locations offers advantages and disadvantages to vehicle drivers and pedestrians.

  - *Near-side stops* allow more than one bus to stop at an intersection and allow a bus to load and unload while the traffic signal is red. Near-side stops cause some safety concerns with right-turning vehicles.

  - *Far-side stops* reduce the risk of right-turning vehicles and positively affect the efficiency of the transit operation, by allowing the bus to proceed into traffic after the signal turns red and traffic stops. Far-side stops may lead to blocked intersections where two or more routes meet.

The final decision on bus stop location is dependent upon ease of operation, transfer situations, space availability, traffic volumes, location of major generators, and safety considerations. The Wave performs on-site evaluations of each proposed bus stop site to analyze these operating and safety conditions and identifies appropriate bus stop locations.

- **Bus Stop Length** - The selection of a bus stop length represents a trade-off between available space for automobile parking or freight loading and the ease and safety of the transit operations. A long bus stop will allow a bus to easily pull in and out of a stop. This will make it easier and safer for passengers to board the bus since the bus is out of the flow of traffic. An unnecessarily long bus stop will reduce the space available for parking and freight loading and may negatively impact the transit system's identity as a "good public citizen". In addition to image, operations may be affected with excessive violations of the "no parking bus stop" zone. A short stop allows more space for parking and freight movement, but increases the difficulty for buses to pull in and out of traffic, and may cause safety concerns for our passengers.

A bus stop length of eighty (80) feet should be used for near and far side stops whenever feasible. Mid-block stops should be one-hundred and twenty (120) feet in length, whenever feasible. Stops serving more than one route should be a minimum of two-hundred (200) feet, if possible. Existing stops shall be re-evaluated periodically for safety, accessibility and convenience. Heavy transfer locations will be examined to determine if there is a predominant transfer direction. A mixture of far-side and near-side stops will increase passenger convenience where there is a predominant transfer direction.

- **Bus Benches** - Bus benches provide a level of comfort at a bus stop. Benches are an important part of the attractiveness of the system from both an aesthetic and a comfort point of view. The Wave will ensure that bus benches are placed in areas where the number of daily passenger boarding exceeds 10 per day. Bus benches will be placed parallel to the street in an area unobstructed by street signs, poles or foliage. Information signage should also be placed near the bench, where space allows.

- **Bus Shelters** - Bus shelters are important amenities for ensuring passenger comfort. The selection of a shelter location depends on the physical characteristics of a site, the number of transit customers using the stop, and the frequency of service. Bus shelters will be provided at bus stop locations where the number of daily passenger boarding reaches twenty-five (25) or more per day, as municipal zoning ordinances allow. These shelters shall display the appropriate route, schedule, and fare information. All shelters will be identified with The Wave logo.

2.3 TRANSIT PLANNING:

- **Area Coverage** - Route coverage measures the potential for people to use transit based on their proximity to service. Routes should be designed so that the number of people with access to the system is maximized.

- **Service Hours** - Service hours will be based on the needs of the greatest number of riders to maximize ridership potential. The Wave will set service hours based upon ridership and cost estimates, as well as service demand information provided to them by the planning and marketing departments.

- **Service Frequency** - The service frequency on a particular route will be determined by evaluating a route's performance, with consideration to The Wave financial resources, and the estimated demand for service.

- **Load Standard** - Passenger comfort and the ability to attract additional riders, requires an assessment of load conditions to determine the possible need for additional service. The vehicle capacity or "load" represents the number of seats available for passengers. There may be times of the day in which all seats are used and the bus may have standing passengers (standees).

The Wave understands the challenge of minimizing travel time and serving these generators and will provide service within the criteria listed below:

- The alignment of a route will be as direct as possible to minimize the time and miles of operation.

Where feasible, our routes shall be bi-directional serving a generator at each end. Bi-directional service uses the same streets both inbound and outbound.

Deviation from a straight line will be avoided and will be implemented only when a potential major generator is served and when no other service alternatives are feasible. Buses should only divert into shopping centers, hospital complexes, etc., subject to operational feasibility if stopping along the road results in one or more of the following:

In order to reach the particular facility.

- Boarding or alighting along the highway would create a safety hazard.
- Boarding along the highway decreases the opportunity to enhance passenger amenities.

Through routing or interlining will be examined and implemented if all of the following conditions are met:

- The routes serve corridors which are on opposite sides of a common terminal.
- The routes have complementary frequencies and hours of operation.

Service Changes/Public Input -
If route changes are made that exceed 50% of the mileage or hours of the route, The Wave will advertise and hold a public hearing to discuss changes, justification for changes and receive appropriate comment from the public to aid in decision making.

2.4 ON-TIME PERFORMANCE & SCHEDULE ADHERENCE:
On-Time Performance deals with the rider's confidence in the bus arriving on time throughout the transit system and their perception of the system's reliability. Surveys throughout the transit industry indicate that schedule reliability is the most important factor in determining user attraction and satisfaction with the transit system. The punctuality of a bus becomes increasingly important as the headway on a route becomes greater. The following holds true for the timeliness of our service:

- Extremely long waits are to be avoided;
- Service on routes with long headways must be extremely reliable.
- No bus should reach a time point early ("run hot").
- On-time is defined as a bus arriving at a specific time point 0 through 5 minutes past the scheduled time.

2.5 TRANSIT SAFETY AND SECURITY

- **Transit Safety** - The provision of safe transit service is an obligation of The Wave. The standard chosen reflects the current goal for fixed-route bus systems developed by management.
- **Transit Security** - All Wave Transit vehicles will be equipped with two-way radios. Radios will be operational for 100% of all trips. The District is committed to the security of our operators or passengers and the protection of our property.

2.6 SYSTEM IMAGE

The basic image of the transit system include bus appearance, operator appearance, bus lighting, bus and shelter internal cleanliness, and bus and shelter and bench external cleanliness, and consistent signage. The following standards will be met:

- **Bus Appearance** -The logo will be placed on all buses, immediately behind the front passenger door on the right side of the bus and immediately under the driver's window on the left side of the bus.
- **Operator Courtesy/Appearance** - This Standard recognizes that public comment and perception regarding the quality of service is important in evaluating system performance.

Complaints and Commendations - All citizen complaints will be investigated. A monthly report will be prepared detailing complaints and complaint trends as well as commendations.

Operator Appearance - All operators will be required to wear the prescribed uniform as listed in the employee handbook and updated regularly through bulletins.

- **Lighting** - Lighting on buses will be ample for reading by seated passengers. Stairwells will be adequately lit for safety. Bus lighting gives the appearance of greater security and comfort.
- **Bus Cleanliness** - The interior and exterior of each bus will be washed and inspected daily. Interior damage will be repaired immediately. Exterior body damage will be scheduled for repair on a timely basis. All passenger vehicles leaving the garage for service will be clean.
- **Shelter Cleanliness** - Shelters will be cleaned on a regular schedule. If a shelter needs particular attention due to damage or vandalism, that shelter will be repaired or cleaned prior to routine shelter maintenance.
- **Signage** - Signs will be designed to attract attention of residents and potential passengers, and will include telephone information number and route number of the buses serving the stop. Signs shall be placed at a uniform height perpendicular to the street.

2.7 MAINTENANCE STANDARDS

A number of measures will be used to evaluate maintenance standards. These measures and standards are listed below:

- **Passenger Vehicle Availability** - 100% of the vehicles required to operate peak service will be available daily.
- **Passenger Vehicle Reliability** - Road calls occur when a vehicle is serviced by the maintenance department while in route service. Road calls disrupt service and are very costly.
- **Vehicle HVAC** - 100% of the passenger vehicle fleet will be equipped with air-conditioning and heating units. A minimum of 95% of the air-

conditioning units and 95% of the heating units will be in working order during their appropriate seasons.

- **Inspection Intervals** - An effective preventive maintenance program is essential if the above standards are to be met. The Wave shall maintain and improve its preventive maintenance efforts continually. The Wave will perform interim preventive maintenance inspections within 500 miles before or after 3,000 miles of service as manpower allows, however, 100% of all scheduled preventive maintenance inspections will be completed within 500 miles before or after 6,000 miles of service.

2.8 REGULAR ROUTE SERVICE STANDARDS

Each route in the transit system will be evaluated as a separate service entity. However, individual routes shall be evaluated with an understanding that these routes are inter-related with respect to the customer, who may need to transfer to reach their final destination. Individual routes working as an integrated and planned system will allow The Wave to succeed. Performance indicators will be used to evaluate the productivity and activity of each route. Performance indicators will be calculated and reported.

- **Passengers Per Revenue Hour** - Passengers per hour shall be calculated by dividing the number of passengers by the number of revenue hours the route operates in regular service. The system average for the passengers per revenue hour should not fall below 23 passengers per hour.
- **Passenger Per Revenue Mile** - Passengers per mile shall be calculated by dividing the number of passengers by the number of revenue miles the route operates in regular service. The system average for the passengers per revenue mile should be maximized, but shall be no less than 1.3 passengers per mile.
- **Fare box Recovery Ratio** - The fare box recovery ratio shall be calculated by dividing the revenue collected on the route by the fully allocated cost of operating the route in regular service. Consistent with values of the District, customer service should be the primary consideration for providing service. The Wave can determine whether customers are being adequately served by reviewing the service standards above. The standards will allow The Wave to review whether the routes remain effective and efficient in meeting the desires of the community. Firebox recovery will be the last consideration in the case of route needing adjustment, since the indicator can be skewed by a high number of seniors and passengers with disabilities who pay a lower fare.
- **Action Items** - The following represents a list of possible action items which will be considered when a route's performance warrants action.
  - Modify Route.
  - Simplify the route to improve ease of use.
  - Re-route to serve higher density/demand areas.
  - Shorten the route to reduce vehicle requirements and mileage.

- Combine this route with another route to reduce vehicle requirements and increase passenger loads.
- Reduce or increase frequency.
- Reduce or increase service hours (peak/mid-day/night)
- Examine lower-cost service substitutions (i.e.: deviated fixed route service, subscription bus service, transit sponsored van pool, etc.).
- Target market the route to specific neighborhoods and businesses served by the route. This will be accomplished

Through direct mail campaigns, personal communication, and public participation. The Routes and Schedules Committee will monitor these routes closely to determine the success of these options. Routes that improve above standards will be removed from the Review List. Routes that do not improve after appropriate measures have been taken, may be recommended to the Board for reduction or elimination.

- **New Service and Extensions** - A petition displaying a minimum of fifty (50) signatures, including addresses and telephone numbers for verification, must accompany all new service requests. The aforementioned criteria will apply equally to all new routes and extensions. However, the performance of any new service must be estimated. Also, a liberal rider ship growth period for this new service should be provided. Less than adequate rider ship is to be expected while the market is expanding. New routes and/or major extensions will be granted a one-year trial period. At the end of the trial period, the new service will be evaluated. Based on the standards for existing service, the trial period may be extended or the service may be curtailed. Curtailment may be superseded when a community, an organization, or a corporation is willing to subsidize the difference between the established fare box recovery target and the actual revenue.

2.9 DEMAND RESPONSIVE SERVICE STANDARDS

The demand responsive service will be considered in its entirety, unlike the fixed route service. The personal, on demand nature of the service leads to a reduction in the possible passengers per hour when compared to a fixed route service. The following performance indicator will be collected and reported quarterly:

- **Passengers per Service Hour**- This Standard recognizes that productivity on the demand-responsive service must be maintained at a reasonable level.
- **Action Plan** - In the event that this service fails to achieve the prescribed standard, an action plan will be developed outlining steps necessary to improve productivity. Such steps may include, but are not limited to:
  - Evaluate the dispatch function
  - Evaluate operators trip manifests or passenger manifests
  - Evaluate operating procedures (loading/ securing/ additional passenger services, etc.)

If productivity remains below the Standard for a six (6) month period following the implementation of corrective actions, service reductions will be considered.

3.1 REVENUE SOURCES EVALUATION

- **Existing Revenue Sources** - All existing revenue sources will be reviewed annually to determine whether the source continues to meet the established standards.

Revenue includes:

- Firebox revenue,
- advertising revenue,
- interest income,
- charter revenues,
- Special Event
- Other income

The Wave Transit recognizes the importance of marketing as the primary communication tool for educating the public about the benefits of public transportation and increasing trial rider ship as a result of this education. The Wave marketing approach is directed towards:

- An image/recognition effort to educate the public about the services and benefits of The Wave Transit, and
- Specific promotions to increase rider ship on both an overall and specific route basis.

A variety of efforts should be utilized to achieve these objectives including print, radio, direct mail, audio/visual and public outreach. Target marketing potential customers will be based on performance standards as well as new residents. Specific public information guides shall be developed for presentation to service agencies, schools and business organizations to generate rider ship and community goodwill. An on-going public relations program should provide a regular input of news to the media in order to inform the public of significant events and policies affecting The Wave Transit System and its customers, including accident rate reductions, safety awards, efficiencies, achievements, increased rider ship, etc.

Appendix A
GLOSSARY OF TERMS

Bi-directional - A routing that maintains the bus on the same streets operating outbound as it does operating inbound.

Coverage - Area of the city that is served by a bus route (1/8 - 1/4 mile from the bus route)

Deadhead miles - The mile accumulated by the vehicle when it is not in revenue service.

Demand Responsive Service - Service implemented by The Wave Transit to provide transportation to persons with disabilities that cannot access a fixed route bus and that meet the requirements of the Americans with Disabilities Act. The service is required as a complement to the Fixed Route Service under the provisions of the ADA. The service is currently contracted to Door to Door Transportation, Inc.

Deviation - Varying from the main thoroughfare or route to serve a generator.

Far-side Stops - A bus stop location that is found immediately after an intersection.

Generators - Employment, Medical, Shopping or Recreation centers that pose as an attractive origin or destination for our passengers.

Headway - The amount of time between buses set by policy.

Interlining - Linking two or more routes to establish an attractive pairing which serves customer's needs.

Load Standard - The number of persons standing allowed by policy on a bus before action is taken to reduce the number.

Mid-Block Stop - A bus stop location that is found between intersections.

Near-side Stops - A bus stop location that is found prior to crossing an intersection.

Off Peak - The times of day when fewer trips are taken by the community. Current off peak hours are from 9:15 AM to 2:45 PM.

Peak Hour - The times of the day when the bulk of travel is done by the community. Current peak hours are designated as 6:15 AM - 9:15 AM and 2:45 PM to 5:45 PM

Revenue Hour - The hours accumulated during scheduled service times. This does not include report time, travel time, or any other non-revenue time.

Revenue Mile - The miles accumulated during scheduled service times. This does not include deadhead miles.

Regular Route - A route with an established and published schedule operating on a fixed route during regular service hours and days.

Road-Call - Any time the maintenance department must service a vehicle when the vehicle is not in the yard or on The Wave property.

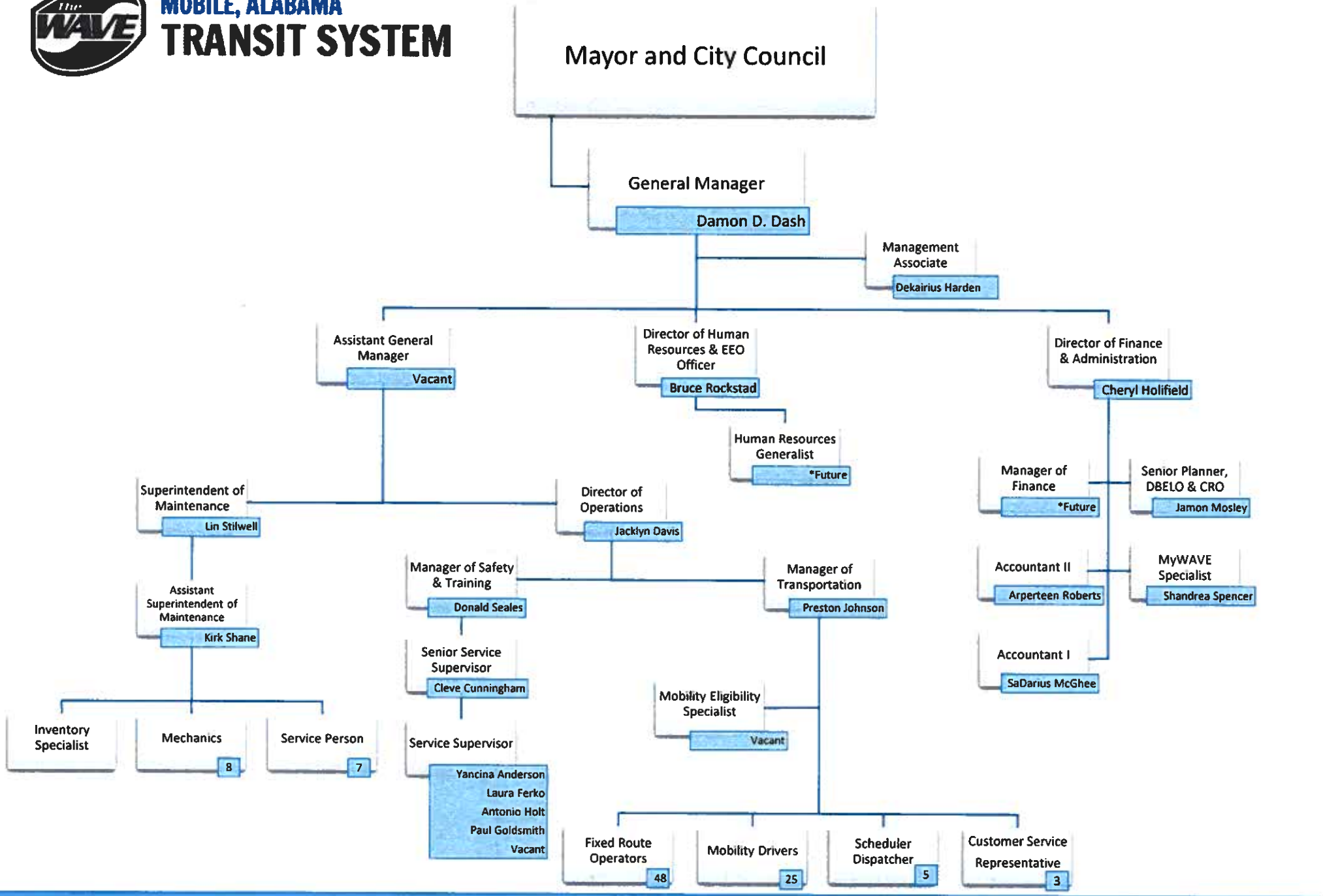
Service Frequency - The number of time a bus passes a certain point in terms of time.

Service Hour - The hours of service that the Demand Responsive Vehicle is in operation. This differs from the Fixed Route Service in that much of the time spent "in service" is not revenue time.

Through Routing - Linking two or more routes to establish an attractive pairing which serves customer's needs.

Transfer - A pass collected on the first bus traveled which allows a passenger to continue their trip in the same direction on another route. This allows persons to get as close to their destination as possible.

MOBILE, ALABAMA TRANSIT SYSTEM



TRANSIT SYSTEM

Ride the Wave

Non-Discrimination - Your Rights Under Title VI of The Civil Rights Act of 1964

The United States Department of Transportation (USDOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

Any person, who believes The Wave Transit System has violated his /her Title VI protections, should contact The Wave Transit System at 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 or 251.344.6600, ext. 229.

The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to The Wave Transit System passengers upon request.

The Wave Transit System Title VI Policy, Complaint Procedures and LEP Plan shall be made available upon request by contacting The Wave Transit System at the above-noted information. For Federal Title VI information please contact the Federal Transit Administration (FTA), Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20001 or 202-366-4043.

Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov

251-344-6600

www.thewavetransit.com

THE WAVE TRANSIT SYSTEM

Ride the Wave

No-discriminar - Sus derechos bajo el título VI de la Ley de Derechos Civiles de 1964

el Departamento de Transporte de los Estados Unidos (USDOT) garantiza el pleno cumplimiento de las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 que prohíbe la discriminación contra cualquier persona por motivos de raza, color u origen nacional en las disposiciones de los beneficios y servicios derivados de los programas y actividades que reciben asistencia federal.
Cualquier persona que cree que el sistema de tránsito de onda ha violado su /su Título VI protecciones, debe ponerse en contacto con el sistema de tránsito de onda en 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 o 251.344.6600, ext. 229.

La Ola también ha desarrollado una política para ayudar a las personas que tienen conocimientos limitados de inglés (LEP). Los servicios de traducción a fin de ayudar a los individuos LEP se pondrán a disposición de la onda del sistema de tránsito de pasajeros, previa solicitud.

El sistema de tránsito de onda Título VI política, procedimientos de denuncia y Plan de LEP serán puestos a disposición de quien lo solicite, poniéndose en contacto con el sistema de tránsito de la onda en la mencionada información. Para federal Título VI información, póngase en contacto con la Administración Federal de Tránsito (FTA), Oficina de Derechos Civiles, 1200 New Jersey Avenue SE, Washington, DC 20001 o202-366-4043.

Título VI información federal, incluyendo la presentación de quejas, también se puede acceder en el sitio web en: TLC www.fta.dot.gov

www.thewavetransit.com
251-344-6600

The Wave Transit System

City of Mobile
Parks & Recreation Department

Non-Discrimination-Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (USDOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

Any person, who believes the City of Mobile Parks and Recreation Department has violated his / her Title VI protections, should contact the Wave Transit System, which administers a Title VI Program on behalf of the City of Mobile, at 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 or 251.344.6600, ext. 225.

The City of Mobile Parks and Recreation Department has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to City of Mobile Parks and Recreation Department passengers upon request.

The City of Mobile Parks and Recreation Department Title VI Policy, Complaint Procedures and LEP Plan are administered by The Wave Transit System and shall be made available upon request by contacting the Wave Transit System at the above-noted information.

For Federal Title VI information please contact the Federal Transit Administration (FTA) Office of Civil Rights, 1200 New Jersey Avenue SE, Washington DC 20001 or 202.366.4043. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

251-344-6600

www.thewavetransit.com

TRANSIT SYSTEM

Ride the Wave

El sistema de tránsito de onda

La Ciudad de Mobile
Departamento de Parques y Recreación

No discriminación: sus derechos según el Título VI de la Ley de Derechos Civiles de 1964

El Departamento de Transporte de los Estados Unidos (USDOT) garantiza el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 al prohibir la discriminación contra cualquier persona por motivos de raza, color u origen nacional en las disposiciones de beneficios y servicios que resultan de los programas con asistencia federal. y actividades.

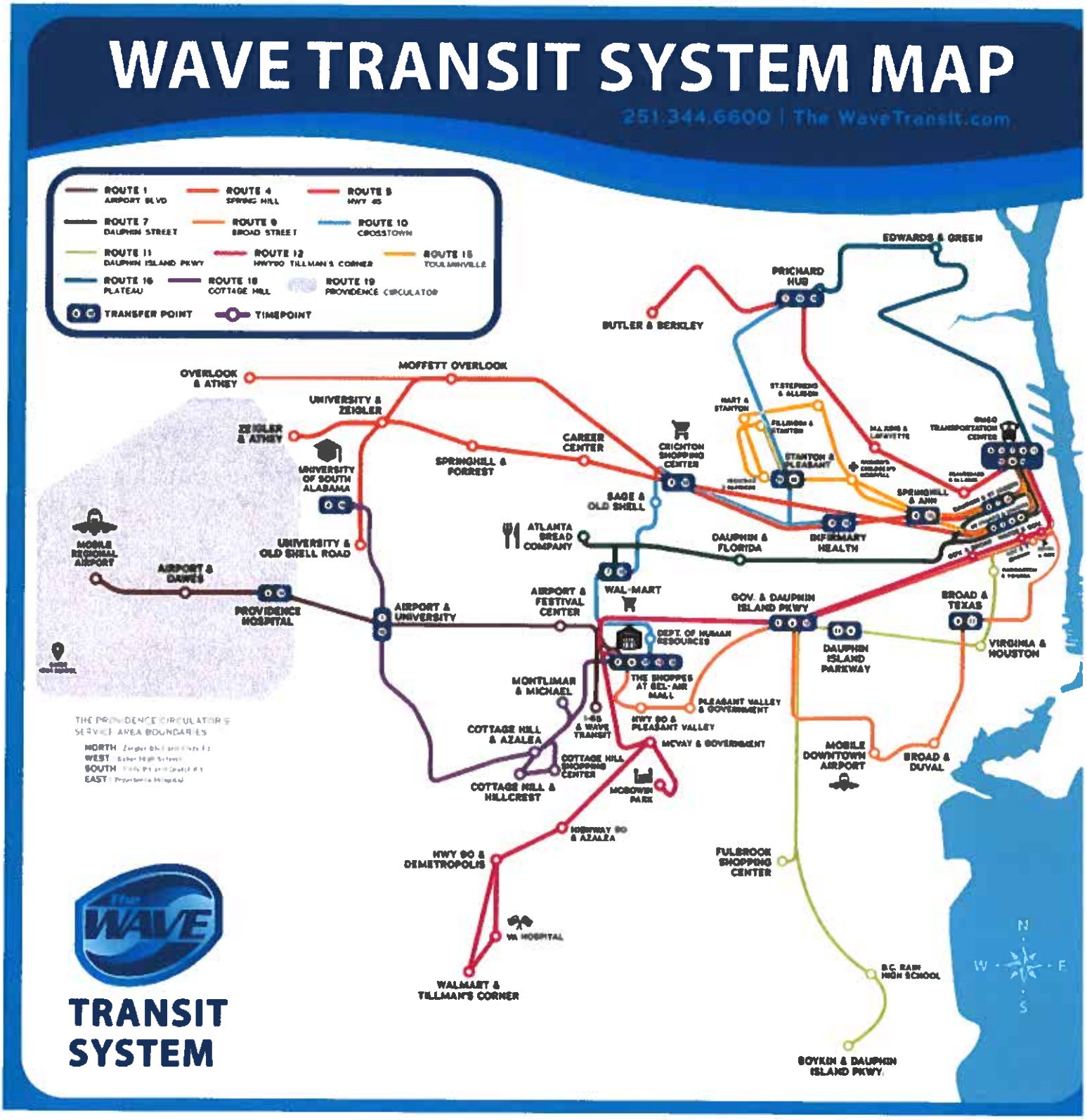
Cualquier persona que crea que el Departamento de Parques y Recreación de la Ciudad de Mobile ha violado sus protecciones del Título VI, debe comunicarse con el Sistema de Tránsito de Wave, que administra un Programa del Título VI en nombre de la Ciudad de Mobile, en 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 o 251.344.6600, ext. 225.

El Departamento de Recreación y Parques de la Ciudad de Mobile también ha desarrollado una política para ayudar a las personas con dominio limitado del inglés (LEP). Los servicios de traducción para ayudar a las personas con LEP se pondrán a disposición de los pasajeros del Departamento de Parques y Recreación de la Ciudad de Mobile que lo soliciten.

La Política del Título VI del Departamento de Parques y Recreación de la Ciudad de Mobile, los Procedimientos de Quejas y el Plan LEP son administrados por el Sistema de Tránsito de Wave y se pondrán a disposición a solicitud al comunicarse con el Sistema de Tránsito de Wave en la información mencionada anteriormente.

Para obtener información sobre el Título VI Federal, comuníquese con la Oficina de Derechos Civiles de la Administración Federal de Tránsito (FTA), 1200 New Jersey Avenue SE, Washington DC 20001 o 202.366.4043. También se puede acceder a la información del Título VI federal, incluida la presentación de quejas, en el sitio web de FTA en: www.fta.dot.gov.

251-344-6600
www.thewavetransit.com


WAVE TRANSIT SYSTEM MAP
251.344.6600 | TheWaveTransit.com
ROUTE 1 AIRPORT BLVD
ROUTE 4 SPRING HILL
ROUTE 5 HWY 45
ROUTE 7 DAUPHIN STREET
ROUTE 9 BROAD STREET
ROUTE 10 CROSSTOWN
ROUTE 11 DAUPHIN ISLAND PKWY
ROUTE 12 HWY 90 TILLMAN'S CORNER
ROUTE 15 TOULMINVILLE
ROUTE 16 PLATEAU
ROUTE 18 COTTAGE HILL
ROUTE 19 PROVIDENCE CIRCULATOR
TRANSFER POINT
TIMEPOINT
EDWARDS & GREEN
PRICHARD HUB
BUTLER & BERKLEY
MOFFETT OVERLOOK
OVERLOOK & ATHEY
UNIVERSITY & ZEIGLER
ZEIGLER & ATHEY
UNIVERSITY OF SOUTH ALABAMA
CAREER CENTER
SPRINGHILL & FORREST
CREIGHTON SHOPPING CENTER
MART & STANTON
ST.STEPHENS & ALLISON
STANTON & PLEASANT
SPRINGHILL & ANN
SAGE & OLD SHELL
ATLANTA BREAD COMPANY
DAUPHIN & FLORIDA
INFIRMARY HEALTH
MOBILE REGIONAL AIRPORT
AIRPORT & DAWES
UNIVERSITY & OLD SHELL ROAD
PROVIDENCE HOSPITAL
AIRPORT & UNIVERSITY
AIRPORT & FESTIVAL CENTER
WAL-MART
GOV. & DAUPHIN ISLAND PKWY
BROAD & TEXAS
VIRGINIA & HOUSTON
DEPT. OF HUMAN RESOURCES
THE SHOPPES AT SEL-AIR MALL
DAUPHIN ISLAND PARKWAY
MONTLIMAR & MICHAEL
PLEASANT VALLEY & GOVERNMENT
I-65 & WAVE TRANSIT
HWY 90 & PLEASANT VALLEY
COTTAGE HILL & AZALEA
MCWAY & GOVERNMENT
COTTAGE HILL SHOPPING CENTER
COTTAGE HILL & HILLCREST
MCGOWIN PARK
MOBILE DOWNTOWN AIRPORT
BROAD & DUVAL
HIGHWAY 90 & AZALEA
HWY 90 & DEMETROPOLIS
FULBROOK SHOPPING CENTER
VA HOSPITAL
WALMART & TILLMAN'S CORNER
B.C. RAIN HIGH SCHOOL
BOYKIN & DAUPHIN ISLAND PKWY
THE PROVIDENCE CIRCULATOR'S SERVICE AREA BOUNDARIES
NORTH
WEST
SOUTH
EAST
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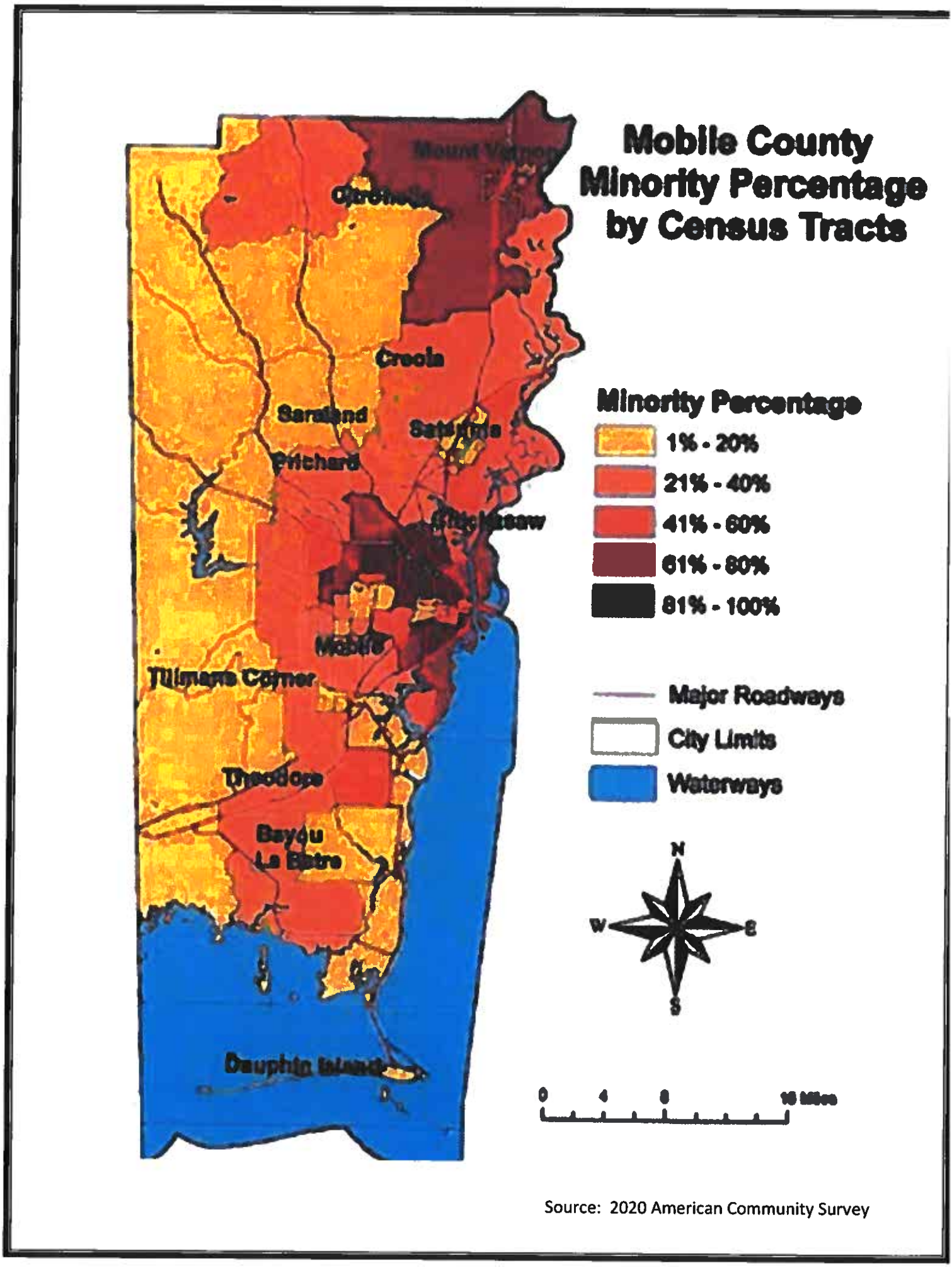
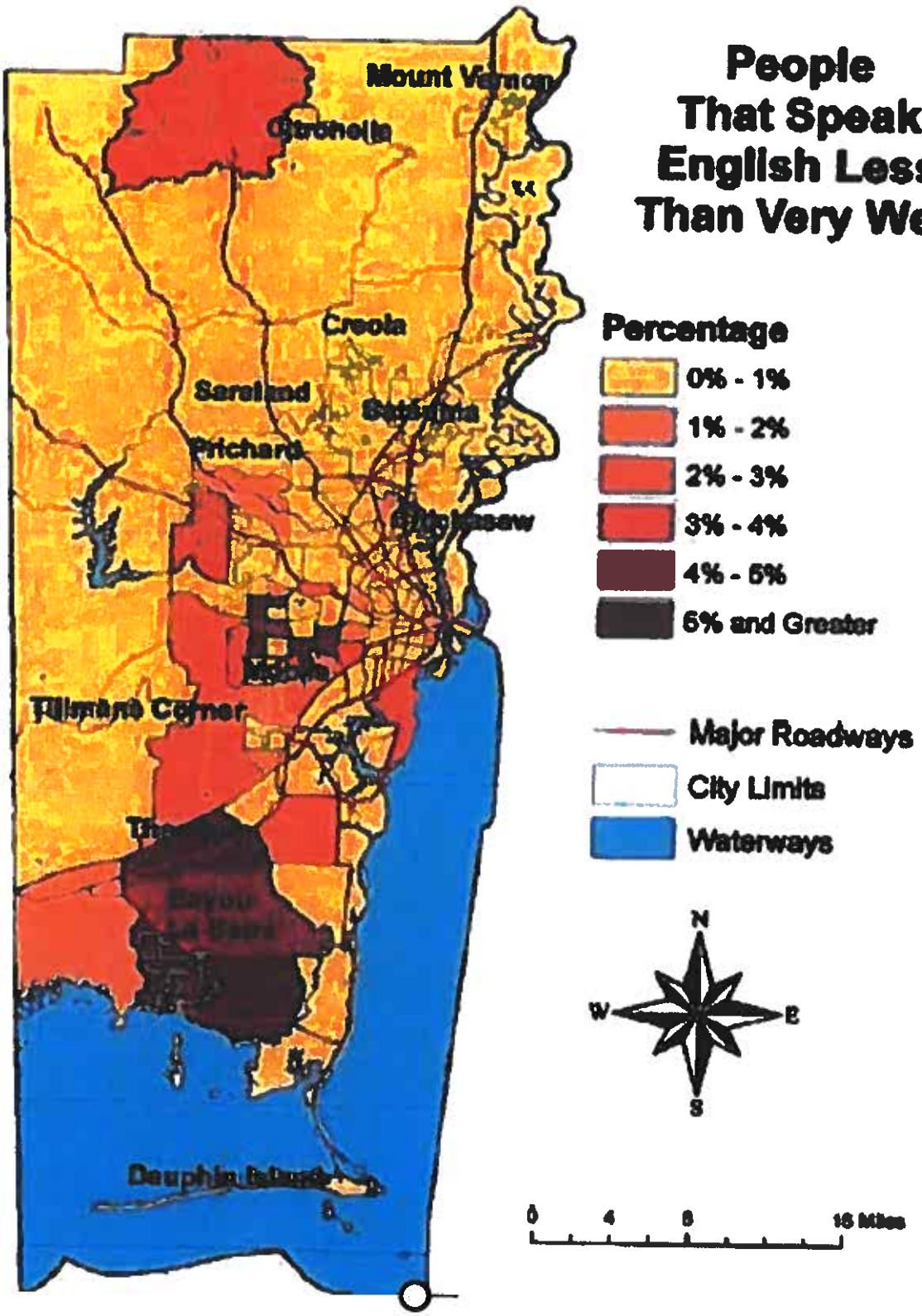
TRANSIT SYSTEM



Source: 2020 American Community Survey



Source: 2020 American Community Survey

Table: ACSDT5Y2020.B08101

MEANS OF TRANSPORTATION TO WORK BY AGE

United States Census Bureau

Note: The table shown may have been modified by user selections. Some information may be missing.

DATA NOTES	
TABLE ID:	B08101
SURVEY/PROGRAM:	American Community Survey
VINTAGE:	2020
DATASET:	ACSDT5Y2020
PRODUCT:	ACS 5-Year Estimates Detailed Tables
UNIVERSE:	Workers 16 years and over
FTP URL:	None
API URL:	https://api.census.gov/data/2020/acs/acs5
USER SELECTIONS	
TABLES	B08101
DATASETS	ACS 5-Year Estimates Detailed Tables
GEOS	Mobile city, Alabama; Tillmans Corner CDP, Alabama; Prichard city, Alabama
TOPICS	Age and Sex; Populations and People
EXCLUDED COLUMNS	None
APPLIED FILTERS	None
APPLIED SORTS	None
PIVOT & GROUPING	None
WEB ADDRESS	https://data.census.gov/cedsci/table?q=B08101%3A%20MEANS%20OF%20TRANSPORTATION%20TO%20WORK%20BY%20AGE&t=Age%20and%20Sex%3APopulations%20and%20People&g=1600000US0150000,0162496,0176320&d=ACS%205-Year%20Estimates%20Detailed%20Tables&tid=ACSDT5Y2020.B08101
TABLE NOTES	Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, for 2020, the 2020 Census provides the official counts of the population and housing units for the nation, states, counties, cities, and towns. For 2016 to 2019, the Population Estimates Program provides estimates of the population for the nation, states, counties, cities, and towns and intercensal housing unit estimates for the nation, states, and counties.
	Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section. Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.
	Source: U.S. Census Bureau, 2016-2020 American Community Survey 5-Year Estimates
	Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.
	Workers include members of the Armed Forces and civilians who were at work last week.
	2019 ACS data products include updates to several categories of the existing means of transportation question. For more information, see: Change to Means of Transportation.

	The 2016-2020 American Community Survey (ACS) data generally reflect the September 2018 Office of Management and Budget (OMB) delineations of metropolitan and micropolitan statistical areas. In certain instances, the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB delineation lists due to differences in the effective dates of the geographic entities.
	Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.
	Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution.N The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could not be computed because there were an insufficient number of sample observations.*** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.***** A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.
COLUMN NOTES	None

Table: ACSDT5Y2020.B08101

	Mobile city, Alabama		Prichard city, Alabama
Label	Estimate	Margin of Error	Estimate
Total:	81,899	±1,466	6,624
16 to 19 years	2,399	±456	158
20 to 24 years	8,969	±816	531
25 to 44 years	37,615	±1,250	3,274
45 to 54 years	14,678	±711	804
55 to 59 years	7,157	±669	969
60 to 64 years	6,007	±502	538
65 years and over	5,074	±560	350
Car, truck, or van - drove alone:	69,038	±1,373	5,794
16 to 19 years	1,794	±426	78
20 to 24 years	6,960	±765	341
25 to 44 years	32,045	±1,225	2,961
45 to 54 years	12,608	±698	730
55 to 59 years	6,125	±625	946
60 to 64 years	5,337	±456	424
65 years and over	4,169	±435	314
Car, truck, or van - carpooled:	6,145	±659	319
16 to 19 years	408	±159	76
20 to 24 years	1,156	±277	16
25 to 44 years	2,557	±374	99
45 to 54 years	760	±209	37
55 to 59 years	461	±169	0
60 to 64 years	337	±128	81
65 years and over	466	±318	10
Public transportation (excluding taxicab):	756	±261	53
16 to 19 years	0	±29	0
20 to 24 years	176	±167	14
25 to 44 years	244	±120	26
45 to 54 years	122	±73	13
55 to 59 years	79	±50	0
60 to 64 years	51	±55	0
65 years and over	84	±67	0
Walked:	1,180	±231	111
16 to 19 years	171	±115	4
20 to 24 years	359	±148	81
25 to 44 years	324	±109	10
45 to 54 years	150	±95	0
55 to 59 years	80	±60	0
60 to 64 years	27	±30	16
65 years and over	69	±50	0

Table: ACSDT5Y2020.B08101

		Tillmans Corner CDP, Alabama	
Label	**Margin of Error**	**Estimate**	**Margin of Error**
Total:	±562	7,238	±752
16 to 19 years	±86	97	±73
20 to 24 years	±183	799	±263
25 to 44 years	±601	3,435	±524
45 to 54 years	±206	1,735	±323
55 to 59 years	±285	537	±170
60 to 64 years	±155	245	±112
65 years and over	±132	390	±154
Car, truck, or van - drove alone:	±555	6,048	±739
16 to 19 years	±56	97	±73
20 to 24 years	±162	659	±248
25 to 44 years	±651	2,804	±498
45 to 54 years	±198	1,478	±321
55 to 59 years	±283	428	±124
60 to 64 years	±132	209	±105
65 years and over	±125	373	±154
Car, truck, or van - carpooled:	±140	566	±236
16 to 19 years	±64	0	±19
20 to 24 years	±21	104	±87
25 to 44 years	±71	329	±157
45 to 54 years	±39	100	±85
55 to 59 years	±23	33	±33
60 to 64 years	±98	0	±19
65 years and over	±13	0	±19
Public transportation (excluding taxicab):	±39	8	±13
16 to 19 years	±23	0	±19
20 to 24 years	±22	0	±19
25 to 44 years	±23	0	±19
45 to 54 years	±22	0	±19
55 to 59 years	±23	0	±19
60 to 64 years	±23	0	±19
65 years and over	±23	8	±13
Walked:	±62	5	±9
16 to 19 years	±9	0	±19
20 to 24 years	±53	0	±19
25 to 44 years	±20	0	±19
45 to 54 years	±23	0	±19
55 to 59 years	±23	0	±19
60 to 64 years	±18	5	±9
65 years and over	±23	0	±19

Table: ACSDT5Y2020.B08101

	Mobile city, Alabama		Prichard city, Alabama
Label	Estimate	Margin of Error	Estimate
Taxicab, motorcycle, bicycle, or other means:	892	±207	87
16 to 19 years	18	±24	0
20 to 24 years	117	±64	11
25 to 44 years	384	±125	53
45 to 54 years	274	±121	8
55 to 59 years	37	±27	15
60 to 64 years	28	±36	0
65 years and over	34	±28	0
Worked from home	3,888	±541	260
16 to 19 years	8	±17	0
20 to 24 years	201	±115	68
25 to 44 years	2,061	±441	125
45 to 54 years	764	±216	16
55 to 59 years	375	±132	8
60 to 64 years	227	±83	17
65 years and over	252	±89	26

Table: ACSDT5Y2020.B08101

		Tillmans Corner CDP, Alabama	
Label	Margin of Error	Estimate	Margin of Error
Taxicab, motorcycle, bicycle, or other means:	±67	144	±90
16 to 19 years	±23	0	±19
20 to 24 years	±18	31	±40
25 to 44 years	±49	26	±35
45 to 54 years	±14	74	±65
55 to 59 years	±23	13	±21
60 to 64 years	±23	0	±19
65 years and over	±23	0	±19
Worked from home	±143	467	±200
16 to 19 years	±23	0	±19
20 to 24 years	±70	5	±9
25 to 44 years	±102	276	±164
45 to 54 years	±23	83	±61
55 to 59 years	±13	63	±68
60 to 64 years	±27	31	±49
65 years and over	±26	9	±14

In Observance of Martin Luther King, Jr. Day
The Wave Transit System
will not operate bus service on Monday, January 21, 2019.

Offices at the GM&O Building & I-65 (Beltline) will be closed.

The Wave Transit System will resume normal service and operation on Tuesday, January 22, 2019.

For Information Call 251-344-6600
or visit www.thewavetransit.com

Thank You For Riding the Wave!

En observancia del Día de Martin Luther King, Jr.
El sistema de tránsito de olas
will no operará el servicio de autobuses el lunes 21 de enero de 2019.

Las oficinas en el Edificio GM&O e I-65 (Beltline) estarán cerradas.

El Sistema de Tránsito de Olas reanudará el servicio y la operación normales el martes 22 de enero de 2019.

Para información llame al 251-344-6600
o visite www.thewavetransit.com

¡Gracias por subirse a la ola!

Mardi Gras Bus Schedule

Monday, March 4, 2019

The Wave Transit System will run a reduced bus service operating a Saturday bus schedule. The Customer Service Office at the GM&O Building will be closed.

Tuesday, March 5, 2019 (Fat Tuesday)

The Wave Transit System will be closed and will not operate bus service. Regular bus service will resume on Wednesday, March 6, 2019. Call (251) 344-6600 for more information, or visit us at www.thewavetransit.com.

Thank you for "Riding The Wave."

Horarios de Mardi Gras de Autobús

Lunes, 4 de marzo de 2019 El Sistema de Tránsito de Olas ejecutará un servicio de autobús reducido que operará un horario de autobús los sábados. La Oficina de Servicio al Cliente en el Edificio GM&O estará cerrada.

Martes, 5 de marzo de 2019 (Martes Gordo)

El Sistema de Tránsito de Olas estará cerrado y no operará el servicio de autobuses. El servicio regular de autobuses se reanudará el miércoles 6 de marzo de 2019. Llame al (251) 344-6600 para obtener más información o visítenos en www.thewavetransit.com.

Gracias por "Riding The Wave".

In Observance of the 2019 Memorial Day Holiday

On Monday, May 27, 2019, **The Wave Transit System** will operate regular bus service. The Customer Service office at the GM&O Transportation Center and the Beltline office will be will be open.

All Administrative offices will be Closed.

For Additional Information please call 251-344-6600, visit us on facebook or visit the website at **www.thewavetransit.com**

Thank You for "RIDING THE WAVE!"

En observancia del feriado del Día de los Caídos 2019

El lunes 27 de mayo de 2019, **The Wave Transit System** operará un servicio regular de autobuses. La oficina de Servicio al Cliente en el Centro de Transporte de GM&O y la oficina de Beltline estarán abiertas.

Todas las oficinas administrativas estarán cerradas.

Para Additional Information por favor llame al 251-344-6600, visítenos en facebook o visite el sitio web en **www.thewavetransit.com**

Gracias por "¡CABALGAR LA OLA!"

The WAVE TRANSIT SYSTEM

Ride the Wave

In observance of

Independence Day

The Wave Transit System will not operate bus service on

Saturday, July 4, 2020

All routes will resume their regular schedules on Monday, July 6, 2020

For Additional Information

Call: 251-344-6600

Visit: www.thewavetransit.com

Thank You For Riding "The New Wave!"

The WAVE TRANSIT SYSTEM

Ride the Wave

En observancia de
Día de la Independencia

El Sistema de Tránsito de Olas no operará el servicio de autobuses en

sábado, 4 de julio de 2020

Todas las rutas reanudarán sus horarios regulares el lunes 6 de julio de 2020

Para información adicional

Llame al: 251-344-6600
Visita: www.thewavetransit.com

¡Gracias por montar "La Nueva Ola!"

In Observance of Labor Day

The Wave Transit System will not operate bus service on

Monday, September 7, 2020.

Offices at the GM&O Transportation Center, 110 Beauregard Street and the Beltline, 1224 West I-65 Service Road, South will also be CLOSED.

The Wave Transit System will resume service on

Tuesday, September 8, 2020

For Information call 251-344-6600 or visit the website at www.thewavetransit.com

Thank you for Riding the "New" Wave!

En observancia del Día del Trabajo

El Sistema de Tránsito De Olas no operará el servicio de autobuses el lunes 7 de septiembre de 2020.

Las oficinas en el Centro de Transporte GM&O, 110 Beauregard Street y Beltline, 1224 West I-65 Service Road, South también estarán CERRADAS.

El Sistema de Tránsito de Olas reanudará el servicio el martes, 8 de septiembre de 2020

Para obtener información, llame al 251-344-6600 o visite el sitio web en www.thewavetransit.com

¡Gracias por subirse a la "Nueva" Ola!

2020 Thanksgiving Holiday

In Observance of the Thanksgiving Holiday

The Wave Transit System

will recognize the following

THURSDAY, NOVEMBER 26, 2020

****No Bus Service****

****Administrative Offices are CLOSED****

FRIDAY, NOVEMBER 27, 2020

****Regular Bus Service Will Resume****

****The Customer Service Office will be OPEN****

*****Administrative Offices are CLOSED ****

For Additional Information

251-344-6600

or

Visit us at www.thewavetransit.com

www.facebook.com/thewavetransit

Thank you for riding "The New Wave!"

Feriado de Acción de Gracias 2020

En observancia de la festividad de Acción de Gracias

El sistema de tránsito de olas

reconocerá lo siguiente

JUEVES 26 DE NOVIEMBRE DE 2020

*Sin servicio de autobús****

*Las oficinas administrativas están CERRADAS****

VIERNES 27 DE NOVIEMBRE DE 2020

*Se reanudará el servicio regular de autobuses****

*La Oficina de Atención al Cliente estará ABIERTA****

*Las oficinas administrativas están CERRADAS ****

Para información adicional

251-344-6600

o

Visítenos en www.thewavetransit.com

www.facebook.com/thewavetransit

¡Gracias por montar "The New Wave!"

MLK Jr. HOLIDAY

The WAVE TRANSIT SYSTEM
Ride the Wave

In Observance of **Martin Luther King, Jr. Day**
The Wave Transit System will not operate bus service on
MONDAY, JANUARY 18, 2021.

Offices at I-65 (Beltline) & the GM&O Building will be
CLOSED.

The Wave Transit System will resume normal service and operation on
TUESDAY, JANUARY 19, 2021.

FOR ADDITIONAL INFORMATION
251-344-6600
www.TheWaveTransit.com
www.facebook.com/thewavetransit

Thank You for Riding "The New Wave!"

MLK Hi

The WAVE TRANSIT SYSTEM
Ride the Wave

DÍA FESTIVO

En observancia del **Día de Martin Luther King, Jr.** El Sistema de Tránsito de Olas no operará el servicio de autobuses en
LUNES 18 DE ENERO DE 2021.

Las oficinas en la I-65 (Beltline) y el edificio GM&O estarán **CERRADAS.**

El Sistema de Tránsito de Olas reanudará el servicio y la operación normales en
MARTES 19 DE ENERO DE 2021.

PARA INFORMACIÓN ADICIONAL

251-344-6600
www.TheWaveTransit.com
www.facebook.com/thewavetransit

¡Gracias por montar "La Nueva Ola!"

The WAVE TRANSIT SYSTEM

Ride the Wave

USS MOBILE COMMISSIONING
MARDI GRAS PARADE
Route Detour Schedule

Friday, May 21, 2021, 6:30pm

Route detours will begin at 5:00p.m. from the GM&O Transportation Center

Detoured Routes

Route 4	**Springhill Avenue**
Route 7	**Dauphin Street**
Route 9	**Broad Street**
Route 11	**Dauphin Island Parkway**
Route 12	**Hwy 90 / Tillman's Corner**
Route 16	**Toulminville**

For Detailed Route Detour Information

Call 251-344-6600, visit the website at
www.thewavetransit.com or the Facebook page at
www.facebook.com/thewavetransit

Thank you for riding "The New Wave."

TRANSIT SYSTEM

Ride the Wave

PUESTA EN MARCHA DE USS MOBILE PERGAMINO DE MARDI GRAS

Horario del desvío de la ruta

viernes 21 de mayo de 2021, 18:30

Los desvíos de la ruta comenzarán a las 5:00 p.m. desde el Centro de Transporte GM&O

Rutas desviadas

Ruta 4 Springhill Avenue
Ruta 7 Dauphin Street
Ruta 9 Broad Street
Ruta 11 Dauphin Island Parkway
Ruta 12 Hwy 90 / Tillman's Corner
Ruta 16 Toulminville

Para obtener información detallada sobre el desvío de la ruta

Llame al 251-344-6600, visite el sitio web en www.thewavetransit.com o la página de Facebook en www.facebook.com/thewavetransit

Gracias por montar "The New Wave".

In Observance of the 2021 Memorial Day Holiday

On Monday, May 31, 2021, The Wave Transit System will operate regular bus service. The Customer Service office at the GM&O Transportation Center and the Beltline Office will be will be open.

ALL ADMINISTRATIVE OFFICES WILL BE CLOSED.

For additional information please call 251-344-6600, visit www.facebook.com/thewavetransit or the website at www.thewavetransit.com

Thank You for "RIDING THE NEW WAVE!"

En observancia del feriado del Día de los Caídos de 2021

El lunes 31 de mayo de 2021, The Wave Transit System operará el servicio regular de autobuses. La oficina de Servicio al Cliente en el Centro de Transporte gm&O y beltline Office estará abierta.

TODAS LAS OFICINAS ADMINISTRATIVAS ESTARÁN CERRADAS.

Para obtener información adicional, llame al 251-344-6600, visite www.facebook.com/thewavetransit o el sitio web en www.thewavetransit.com

¡Gracias por "MONTAR LA NUEVA OLA!"

The WAVE TRANSIT SYSTEM

Ride the Wave

Public Notice

The Downtown Moda Trolley Extends Route

The Wave Transit System is excited to announce that beginning Monday, May 13, 2019, the Downtown Moda Trolley will extend its services to include the GM&O Transportation Center. The new route will be as follow:

Outbound

Depart from Ft. Conde; Left on Church Street; Right on Washington Ave.; Right on Dauphin St.; Left on Royal St.; Right on St. Louis St.; Left on Water St.;
End at the GM&O Transportation Center

Inbound

Depart from the GM&O Transportation Center to Water St., stopping at the Alabama Cruise Terminal and GulfQuest Maritime Museum, End at Ft. Conde

Hours of Operation

Monday thru Friday, 7:00a.m.-2:00p.m.

Services are open to the General Public and The Wave Transit System assures nondiscrimination in accordance with Title VI of the Civil Rights act of 1964 and the Americans with Disabilities Act.

For additional information call 251-344-6600 or visit the website at www.thewavetransit.com

TRANSIT SYSTEM

Ride the Wave

Aviso Público

El tranvía Downtown Moda extiende su ruta

The Wave Transit System se complace en anunciar que a partir del lunes 13 de mayo de 2019, el Downtown Moda Trolley ampliará sus servicios para incluir el Centro de Transporte GM&O. La nueva ruta será la siguiente:

Salida

Salida desde Ft. Conde; Izquierda en Church Street; Justo en Washington Ave.; Justo en dauphin St.; A la izquierda en Royal St.; Justo en St. Louis St.; Izquierda en Water St.;
Fin en el Centro de Transporte de GM&O

Entrantes

Salida desde el Centro de Transporte GM&O hacia Water St., deteniéndose en la Terminal de Cruceros de Alabama y el Museo Marítimo GulfQuest, terminando en Ft. Conde

Horario de atención

Lunes a Viernes, 7:00a.m.-2:00p.m.

Los servicios están abiertos al público en general y The Wave Transit System asegura la no discriminación de acuerdo con el Título VI de la Ley de Derechos Civiles de 1964 y la Ley de Estadounidenses con Discapacidades.

Para obtener información adicional, llame al 251-344-6600 o visite el sitio web en www.thewavetransit.com

The Wave Transit System

PUBLIC NOTICE-REVISED

Dr. Martin Luther King, Jr. Avenue / North Broad Street Road Closure
(Extended Detour Notification)

Date: November 13, 2019 Reference: Route # 5 (Highway 45) Detour

Dr. Martin Luther King, Jr., Avenue at Broad Street will be closed to through traffic until Monday, January 6, 2020. The area will be open to local traffic and utility crews can still work in the area associated with the TIGER Grant construction project.

Route Detours:
Outbound
Right on Lawrence
Left on Short Bloodgood
Left on Marmotte
Right on Dr. Martin Luther King, Jr. Avenue

Inbound
Left on Marmotte
Right Short Bloodgood
Right on Lawrence
Left on Beauregard

Administrative and Operations Facility:
1224 West I-65 Service Road, South, Mobile, Alabama 36609

GM&O Transportation Center:
110 Beauregard, Street Suite 104, Mobile, Alabama 36602

For additional information, please call 251.344.6600 or visit www.TheWaveTransit.com

"Thank you for Riding the New Wave!"

El sistema de tránsito de olas

AVISO PÚBLICO REVISADO

Dr. Martin Luther King, Jr. Avenue / North Broad Street Road Closure
(Notificación de desvío extendido)

Fecha: 13 de noviembre de 2019Referencia: Desvío de la Ruta # 5 (Carretera 45)

Dr. Martin Luther King, Jr., Avenue en Broad Street estará cerrada al tráfico hasta el lunes 6 de enero de 2020. El área estará abierta al tráfico local y los equipos de servicios públicos aún pueden trabajar en el área asociada con el proyecto de construcción TIGER Grant.

Desvíos de la ruta:
Salida
Justo en Lawrence
Izquierda en Short Bloodgood
Izquierda en Marmotte
Justo en la avenida Dr. Martin Luther King, Jr.

Entrantes
Izquierda en Marmotte
Sangre corta derecha
Justo en Lawrence
Izquierda en Beauregard

Mecanismo Administrativo y de Operaciones:
1224 West I-65 Service Road, South, Mobile, Alabama 36609

Centro de Transporte GM&O:
110 Beauregard, Street Suite 104, Móvil, Alabama 36602

Para obtener información adicional, llame al 251.344.6600 o visite www.TheWaveTransit.com

"¡Gracias por subirse a la nueva ola!"

UPDATED INFORMATION REGARDING ZOOM!!!

JOIN THE ALABAMA DEPARTMENT OF MENTAL HEALTH
DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES
FOR ITS SECOND ROUND OF CONVERSATIONS ABOUT HOME AND COMMUNITY BASED SERVICES
STAKEHOLDER DISCUSSION

ARE YOU RECEIVING SERVICES?

ARE YOU WAITING FOR SERVICES?

ARE YOU A SERVICE PROVIDER?

ARE YOU AN ADVOCATE?

PLEASE JOIN THE CONVERSATION!

Reaching Those in Need | Keeping Families Together | Promoting Independence, Integration and Employme

What Should the Future Look Like?

What kinds of Home and Community Based services are needed the most?
What kinds of supports are needed by caregivers?
How can services be improved?
What are ways to provide HCBS more cost effectively, so more people who need services may receive them?

This round of conversations will be facilitated by Dr. Lisa Mills and Kathy Sawyer, ADMH DDD Consultants, along with Terry Pezent, ADMH DDD Associate Commissioner

Zoom Option: July 16, 2019 from 1pm – 3pm and July 17, 2019 from 10am -12pm ONLY

To Participate by Zoom, Please RSVP Devin.Kennedy@mh.alabama.gov

July 15, 2019

1 PM – 3 PM

Huntsville/ Madison Library 142 Plaza Blvd. Madison, AL 35758

Zoom Unavailable

Families & Self-Advocates, Providers, HCBS Stakeholder & Work Groups, ADMH Advocacy, ADAP, People First & Arc of Alabama

July 16, 2019

9:30 AM - 11:30 AM

Region V Office 631 Beacon Pkwy West, Suite 211 Birmingham, AL 35029

Zoom Unavailable

Families & Self-Advocates, Providers, HCBS Stakeholder & Work Groups, ADMH Advocacy, ADAP, People First & Arc of Alabama

July 16, 2019

1 PM – 3 PM

Region II Office 1305 James I, Harrison Jr. Pkwy Tuscaloosa, AL 35405

Zoom Option

To Participate by Zoom Please RSVP Devin.Kennedy@mh.alabama.gov

Note: A week prior to this scheduled session, A Zoom invitation will be sent only to participants who RSVP.

Families & Self-Advocates, Providers, HCBS Stakeholder & Work Groups, ADMH Advocacy, ADAP, People First & Arc of Alabama

July 17, 2019

10 AM – 12 PM

Region IV Office 400 Interstate Park Dr., Suite 419 Montgomery, AL 36109

Zoom Option

To Participate by Zoom Please RSVP Devin.Kennedy@mh.alabama.gov

Note: A week prior to this scheduled session, A Zoom invitation will be sent only to participants who RSVP.

Families & Self-Advocates, Providers, HCBS Stakeholder & Work Groups, ADMH Advocacy, ADAP, People First & Arc of Alabama

July 18, 2019

10 AM – 12 PM

Goodwill Easter Seals 2440 Gordon Smith Dr. Mobile, AL 36617

Zoom Unavailable

Families & Self-Advocates, Providers, HCBS Stakeholder & Work Groups, ADMH Advocacy, ADAP, People First & Arc of Alabama

The Wave Transit System

2019 TRANSIT AWARENESS DAY

Sunday, July 28, 2019, 3pm-6pm

James Seals Recreation Center

Free Refreshments Transit Vehicle Showcase*
*Face Painting*Music by Cumulus Broadcasting Company*

And.....Celebrity Basketball Games Featuring

Schedule of Events

Game 1 **3:15p.m.**
Mobile Patriots vs Emmanuel Hawks

Game 2 **4:30p.m.**
Alpha Phi Alpha Fraternity vs Omega Psi Phi Fraterni

megabus.com

MAWSS
Mobile Area Water & Sewer System

CUMULUS

Join Us for the Americans with Disabilities Act 29th Anniversary Celebration and CommUnity Resource Fair

Wednesday, July 31, 2019

10:00 a.m. - 2:00 p.m.
11:00 a.m. – 12:00 p.m. – Program

The Shoppes at Bel Air (formerly Bel Air Mall)
Fountain area inside of the Mall
3299 Bel Air Mall Mobile, AL 36606

FREE * OPEN TO THE PUBLIC * ALL AGES
AMERICAN SIGN LANGUAGE (ASL) INTERPRETATION PROVIDED

Please contact the Independent Living Center of Mobile for more information or a reasonable accommodation by July 15, 2019 at 251-460-0301 or through the Alabama Relay Service at 1-800-548-2546\TTY

Sponsored by:
Independent Living Center of Mobile
Mobile Advisory Commission for the Disabled

Independent Living Center of Mobile

MOBILE ALABAMA

MOBILE ADVISORY COMMISSION FOR THE DISABLED

STUFF The BUS

Saturday, December 4, 2019, 9a.m.-2p.m.

Midtown WALMART

101 East I-65 Service Road, South, Mobile, Alabama

BENEFITING

Mobile Community Action, Inc.

Helping People. Changing Lives.
community Action
PARTNERSHIP
MOBILE COMMUNITY ACTION, INC.

For Additional Information

251.344.6600

www.thewavetransit.com

MOBILE

PROJECT HOMELESS CONNECT

SERVING OUR HOMELESS NEIGHBORS

MOBILE, ALABAMA TRANSIT SYSTEM

Free Transportation provided by The Wave Transit within the City of Mobile

When?

Jan 29th, 2021

8AM - 2PM

Where?

The Grounds

1035 Cody Road North,

Mobile, Alabama 36608

Inform A Wave Transit Bus Driver you are going to Project Homeless Conect

MOBILE ADVISORY COMMISSION FOR THE DISABLED

MEEETING MINUTES **February 6, 2019**

The Mobile Advisory Commission for the Disabled met for its regular meeting on Wednesday, February 06, 2019 at the Mobile Area Chamber of Commerce. Those present were:

*Carolyn Greene	Jacinda Holt	Jim Flora
*Barbara Hattier	*Mike Courtney	Heather Weeks
Lisa Jenkins	Alex Jenkins	Whitney McCrae
*Sr. Lucindia Claghorn		

Members not in attendance: Michael Davis, Nancy Robinson, Vickery Jones and Minnie Walker

Call to Order – Barbara Hattier called the meeting to order.

Approval of Minutes – Ms. Hattier reported that December's minutes were approved electronically. January's minutes were approved by those members present. She will email them out electronically to get the needed votes. (Approved by CG, MC, SL, and BH).
Sr. Lucindia asked that she get a copy of December's minutes.

Transit Reports – There was no representation from Mobile Bay/Yellow Cab or the Wave Transit.

Website Report – Mike Courtney reported that he had recently updated the front page, announcement page, current minutes and archived minutes.

Old Business

ADA Forum – discussion regarding plans for ADA Forum. Suggestions included:

- Schedule in July for anniversary of ADA
- Possible panelist: DOJ, ADAP, Mental Health, ADMH Life Safety Program, Center for Fair Housing, Legal Services, Henry Bruster (Civil Rights attorney), ADA Coordinators for City and County, etc.
- Invite: group homes, consumers, care givers, agencies, extend to Mobile County
- Speak with Michael Davis, Chairman, regarding setting up committees, etc.
- Information regarding MACD.

New Business

Heather Weeks asked about the Mardi Gras viewing area at Ryan's Park for people with disabilities. Unfortunately, we have not had any information regarding this. It was reported that the area has been fenced off which is usual for parade viewing.

Roundtable

- Symposium on Disability Rights – February 21 and 22, 2019. Hilton Birmingham at UAB. Keynote speaker, Judy Heumann, Keller Thompson a great, great niece of Helen Keller, and others. www.uab.edu/cas/humanrights/symposium
- Alabama APSE Conference July 10-12, 2019 at the Renaissance Montgomery Hotel. http://al-apse.org
- ARC Alabama Disability Conference, Sept. 8-11, 2019 in Birmingham, Al.
- Legislative Meet and Greet sponsored by Alabama Arise, Tuesday, Feb. 12 from 6:00-8:00 PM at Dauphin Way United Methodist.
- Alabama Centers for Independent Living sponsoring Advocacy Day on April 6, 2019 on the steps of the State House, Montgomery. The legislative session begins on March 5th.
- Jim Flora and Heather Weeks recently attended an Advocacy Boot Camp sponsored by multi agency non-profit. The goal is to promote direct consumer services.

Adjournment

The meeting was adjourned. The next meeting will be on ***Thursday***, March 14, 2019 at the Mobile Chamber of Commerce.

MOBILE ADVISORY COMMISSION FOR THE DISABLED

Meeting Minutes / February 5, 2020

The Mobile Advisory Commission for the Disabled met for its regular meeting on this date at the Mobile Area Chamber of Commerce. Those in attendance were: *(Commission Members*)*

- Jim Flora
- Sister Lucindia Claghorn*
- Dylan Rauth
- Jackie Davis
- Carmel Alvis*
- Carolyn Greene*
- Lisa Jenkins
- Suntrease Williams-Maynard
- Mike Courtney*

Those members not in attendance: Minnie Walker, Nancy Robinson and Vickery Jones.

CALL TO ORDER

Mike Courtney called the meeting to order at 1:45 PM.

Minutes of January meeting were read and approved by the members present (MC, CA, CG & SLC). As there was no quorum the minutes will be distributed electronically to attain the vote needed for approval.

REPORTS

Transportation – WAVE – Jackie Davis presented her monthly report covering ridership, revenue, complaints and accidents.

Mike Courtney stated that even pizza deliveries now feature alerts to customers to let them know that delivery of their order was within a few minutes, and he asked why a similar notification service could not be provided to MAP users. Jackie Davis stated that the software the Wave uses does not provide this feature. Ms. Davis said she would look into the issue further.

Website – Mike Courtney reported that no changes had been made to the website.

OLD BUSINESS

Carolyn Greene, Don Rose and Mike Courtney reported on the recent meeting regarding the transportation survey being conducted by Via through SARPC. This was a meeting of transportation stakeholders in the City of Mobile and throughout the Mobile County. The meeting was well attended and both Carolyn Greene and Mike Courtney voiced their concerns on the overwhelming need for enhanced transportation services for people with disabilities.

NEW BUSINESS

Ida Lockette's proposal from our January meeting that the MACD might want to honor Barbara Hattier for her many years of service on the Commission was discussed. Mike Courtney said that nothing similar had been done in the past to honor former MACD members, and in keeping with this precedent he did not support using MACD funds to pay for such an event. In the course of the discussion a consensus was reached to honor Barbara at the April meeting with a card, flowers and a cake. Carmel Alvis voluteered to secure each of the items, and Jim Flora volunteered to invite Barbara to the meeing/event in her honor.

(New Business Continued)

Don Rose spoke on the City's Parks Department working to become ADA compliant. This includes training of employees, as well as implementing new programs and policies to ensure meeting the needs of all people. He also mentioned that the Parks Department had not been overly ambitious in this regard in the past, but that hopefully this will improve.

Don spoke also on Ryan Park being desgnated a *'public convenience area'* for Mardi Gras, rather than an officially designated viewing area for people with disabilities, as the park is not ADA compliant.

ROUNDTABLE

Sister Lucindia mentioned that the City Council had honored her by establishing December 17, 2019 as *Sister Lucindia Day*, with the proclaimimation being signed by Councilman Levon Manzie.

Sister Lucindia also spoke of the need of sensitivity training by businesses that deliver food after relating a personal anecdote about a friend who has hearing loss.

Jim Flora mentioned:

- The State Independent Living Council (SILC) will hold their quarterly meeting this month in Mobile
- Independent Living Legislative Advocacy Day is April ~~8th~~ 7th, a group from the Independent Living Center will be in Montgomery to meet with State Legislators
- Dr. Graham Sisson, Director of Governor's Office on Disability (GOOD) is planning to hold a meeting in Mobile, with the date not yet available, let Jim know if you would like to attend
- Contact Jim for mofre information on People to People, an advocacy group

ADJOURNMENT

Carolyn Green made a motion to adjourn, this was seconded by Sister Lucindia and the meeting was concluded. The next meeting will be March 4, at the Mobile Area Chamber of Commerce.

(Minutes recorded by Carolyn Greene and Carmel Alvis, and prepared by Mike Courtney)

The ***Mobile Advisory Commission for the Disabled*** met for its regular monthly meeting on Wednesday, ***September 8, 2021,*** at the Mobile Chamber of Commerce. Those in attendance:

Jackie Davidson	*Barbara Hattier	Jim Flora	*Sr. Lucindia Claghorn
Bery Walker	*Minnie Walker	Lisa Jenkins	*Carolyn Greene
Ted Alvis	*Mike Courtney	Alvin Garvin	Don Rose
Heather Weeks	Preston Johnson, Deputy Director of Operations, Wave Transit		
Brenda Killum			

Call to Order – Barbara Hattier

Introductions were made

Approval of Minutes – Minutes of the August 2021 meeting was approved. July 2021 minutes were approved electronically

Reports

Jackie Davidson, Wave Transit, distributed the Ridership Report. She added that there was one minor accident with a transit vehicle. The new phone system is up and running. There is presently an opening for a customer service rep. This position is hired directly through the Wave offices. Posting and application can be found on their website. It was noted that this would be a good position for a person with a disability and also a wheelchair user.

Mike Courtney informed Jackie that the customer counter at the GM&O building is out of compliance.

Jackie gave a description of fixed route changes.

Brenda Killum asked about the maintenance of the MAP vehicles. She has noticed that on several of the vans the flaps on the lifts are not working. Jackie acknowledged this. Many of the drivers will secure the flaps manually.

Jim Flora discussed a consumer who purchased a home in West Mobile. He was given one MAP ride then was informed that he was not within the service area. Jackie stated that the ¾ mile past a bus stop is not "as the crow flies", but by actual vehicle distance. The consumer's neighborhood is very windy and he is actually beyond that ¾ mile. Consumer has used other locations as his pickup point, but would be beneficial to be picked up at his home especially considering weather, etc. Ms. Hattier mentioned that she worked with Kevin and before he purchased his house, he did contact the Wave and was told he would be within the service area. However, due to these issues he does not qualify.

Website Report

Mike Courtney reported that there have been no changes. Ms. Hattier said that Jo Piscioneri has retired from the City. Will check if Don Rose is now our ex-officio member as he is the City's ADA Coordinator.

Old Business

Ms. Hattier said that the motion carried (electronically) that the ILC will reimburse the $450 incurred for cancelling the Resource Fair. In addition, the entire $4,000 will be forthcoming.

New Business

New Officers – There was discussions regarding electing new officers for the commission. There may be as many as 4 vacancies soon. By the Ordinance 65-0-1 1989 (found on the Mobilemacd.com website) it calls for Chair and Vice Chair. Ms. Hattier strongly suggested that the board name a secretary. Nomination for Chairman and Vice Chairman were taken. A motion was carried naming Mike Courtney, Chairman and Sr. Lucindia Claghorn, Vice Chairman. Carolyn Greene declined the position of Secretary.
Ms. Hattier will send the information out to the other members electronically in the hopes of getting a nomination for Secretary.

Jim Flora announced that the ILC has passed its reviews and have gotten the Go Ahead to move into their new building at 6750 Howell's Ferry Rd. Congratulations!!!!! Jim asked Jackie Davidson about the transportation services going to this building. There had been discussion when Tyrone Parker was General Manager at the Wave of making a morning stop and an evening stop at that location. Center staff will need to sit with the present GM Mr. Damon Dash to iron out these details. However, the building is within the MAP service area.

Roundtable

Sr. Lucindia reported that she was recently at a patient meeting at the Adult OutPatient Clinic of Alta Pointe. The meeting was upstairs and there was no elevator. They would not make any accommodations for her disability. She had to wak up and then down the stairs with great discomfort. The concession was to have someone walk in front of her and behind her in case she fell. She has already reported this to the AltaPoint Patient Council who reported this incident. There was no response. It was suggested that she contact the local DOJ, Holly Weisman, to report the incident.

The meeting was adjourned. The next meeting will be October 8, 2021 at 1:30 PM at the Chamber. Ms. Hattier stated that she will be out of town and hopes that someone will volunteer to take minutes.