AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, July 26, 2022, 10:30 AM

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

   Rev. Bryant Pugh, Outbreak Christian Center
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   July 19, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Ronald McDonald House of Mobile for a waiver of the Noise Ordinance at Cooper Riverside Park on August 6, 2022, from 10:00 a.m. - 12:00 p.m. (District 2).

    Request of Mobile Baykeeper for a waiver of the Noise Ordinance at Cooper Riverside Park on August 27, 2022, from 4:00 p.m. - 8:00 p.m. (District 2).
11. **PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL**

    Jim Flora - Comments regarding the 32nd anniversary of the Americans With Disabilities Act.

    Sister Lucindia Claghorn - Discuss the importance of the Americans With Disabilities Act.

Reggie Hill - Continue comments related to his request for a formal investigation.

Patti Naylor - Drainage issues on Shelley Drive.

Rev. Bobby Brown - Redistricting.

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.).

03-608 Approve appointments of new directors of Improvement District - McGowin Park Project; Anderson & Foster (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-609 Approve purchase order to Vertiv Corp. for annual maintenance service for power supply and cooling systems for MIT; $15,155.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-610 Approve purchase order to Sansom Equipment Co., Inc. for vacuum truck for Public Works Dept.; $459,299.93 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-611 Authorize contract with Hagan Storm Fence of Mobile, Inc. for fence installation at Brookley by the Bay; $116,961.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

47-613 Assent to the vacation of and consider a fee for the vacation of a portion of Virginia Street, near the APMT Container Terminal (applicant: Alabama State Port Authority) (sponsored by Councilmember Carroll).

13. CONSENT RESOLUTIONS BEING INTRODUCED

09-619 Reallocate $3,140.00 from District 2 Discretionary Funds to Mobile Police Dept. to assist with costs for a youth fishing trip (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-620 Approve award of special bonus to the Administrative Services Employee of the Month; Moseley (sponsored by Mayor Stimpson) (submitted by Joseph Snowden, Administrative Services Dept.).

60-621 Determine an appropriation to Congress Street Partners, d/b/a Kensington Health & Rehabilitation Center, serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-622 Determine an appropriation to Westside Athletic Association of Mobile

serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-623 Determine an appropriation to Historic Mobile Preservation Society serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

03-639 Appoint Bryant Pleasant, Jr. to the Mobile City-County Youth Council (sponsored by Councilmember Penn) (submitted by Lisa C. Lambert, City Clerk).

14. RESOLUTIONS BEING INTRODUCED

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.).

21-634 Authorize contract with Teague Construction Systems, Inc for re-roofing of Fire Station #17; $78,060.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

23-635 Accept deeds for rights-of-way for the McGregor Ave. widening project (Airport Blvd. to Dauphin St.) (sponsored by Councilmember Daves & Mayor Stimpson) (submitted by Carleen Stout-Clark, RE & Nick Amberger, City Engineer).

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

15. CALL FOR PUBLIC HEARINGS

41-637 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Medevac Alabama, Inc. to operate an ambulance service (scheduled for August 9, 2022).

41-638 Call for public hearing to rezone property located at 4119, 4161, 4173 and 4175 Halls Mill Road from R-1, B-3 and I-1 to I-1 (District 4) (scheduled for August 23, 2022).

16. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	7/13/2022 - 9:28 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	7/21/2022 - 9:37 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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
McDonald	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:15 AM

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: Mary McAleer for Ronald McDonald House of Mobile
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-694-6873 Cell Number: 251-454-0001

Organization (if applicable) _____

Mailing Address of Applicant 1626 Spring Hill Avenue, Mobile, AL 36604

Telephone No. 251-694-6873 E-mail address mary@rmhcmobile.org

Location or address of event where amplification will be used:
Cooper Riverside Park

Date of Event: August 6, 2022 Starting Time: 10:00 am Ending Time 12:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Rubber Ducky Regatta family friendly event

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

Music containing obscene language or profanity is prohibited

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

2022 JUL 14 PM 3:10
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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
Mobile	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:17 AM

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: Ellie Mallon
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-433-4229 Cell Number: (317)417-9872

Organization (if applicable) Mobile Baykeeper

Mailing Address of Applicant 450 C Government St. Mobile, AL 36602

Telephone No. 251-433-4229 E-mail address ellie.mallon96@gmail.com

Location or address of event where amplification will be used:

Wintzell's 101 S. water st. mobile, AL 36602

Date of Event: August 27 2022 Starting Time: 4pm Ending Time 8pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Food Truck Festival (live music, games, [illegible])

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

Music containing obscene language or profanity is prohibited

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

2022 JUL 14 PM 3:05
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Flora	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:18 AM

CITY CLERK DEPARTMENT
2022 JUL 20 PM 3:27

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

Note: Rl Climb in Speaker

Your comments will be limited to three (3) minutes

Name: Jim Flora Date: 7-20-22

Address: Independent Living Center (750 Howell's Ferry Rd

Phone: 251 460-0301 (cell) 704 Email jimf@mobile.org

Date to Address City Council: July 26, 2022

Subject (must be completed): Jim Flora will be a Speaker from Independent Living Center of Mobile. DR. PEOPLES will be OUT OF Town. Jim Flora will replace to accept recognition of the 32nd Anniversary of the Americans with Disabilities Act

Specific Questions: Sister Lucinda Claybourn, member of the Mobile Advisory Commission For the disabled ~~will~~ will be the other 3 minutes Speaker. Thank you

Signature: Jim Flora

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Claghorn	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:19 AM

CITY CLERK DEPARTMENT

2022 JUL 14 PM 2:11

ADDRESSING THE CITY COUNCIL

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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: Sister Lucindia Clayhorn Date: 7-14-22

Address: 351 Cantistrant, Apt 404, Mobile, AL 36602

Phone: 251 438-5928 Email ———

Date to Address City Council: July 26, 2022

Subject (must be completed): Sister Lucindia is a member of the Mobile Advisory Commission for the disabled. She is a long time advocate for herself + other people with disabilities. She will express the importance of the ADA to her + thanks to the City for recognition of the 32nd Anniversary of the Americans with Disabilities Act.

Specific Questions: ———

Signature: Jim Hall, Inc, Independent Living Center for Sister Lucindia Clayhorn

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:21 AM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, July 21, 2022 9:31 AM
To: Gauthier, Lana
Subject: 7/26 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Greetings! I hope this email finds you well. I didn't fully grasp what took place. But it seems that your family suffered a loss of some sorts. Please accept my deepest condolences. You each are in my prayers.

This is a formal request to be added to the upcoming Agenda. I will be discussing:

* Continue conversation regarding request to investigate abuse of power by the City of Mobile (i.e. - Legal Department; Discretionary Spending; ARP Spending; Redistricting)

Thank you for your attention to this matter and the continued great work of the City Clerk's Office. See you all Tuesday!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director
"Success 4 the Future"
P.O. Box 395
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Naylor	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:22 AM

CITY CLERK DEPARTMENT

2022 JUL 21 AM 8:28

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: Patti Naylor Date: 7-20-22

Address: 3817 Shelley Drive Mobile AL 36693

Phone: 251-401-8847 Email patti.naylor.8847@gmail.com

Date to Address City Council: 7-26-22

Subject (must be completed): Drainage on Shelley Drive. Water run off from streets jumps the valley wings causing severe erosion.

Specific Questions: Owner is asking for drainage to be corrected on street - NOT to repair damage to yard.

Signature: P Naylor



AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/21/2022 - 11:23 AM

CITY CLERK DEPARTMENT

2022 JUL 21 AM 11:18

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: Rev. Bobby Brown Date: 7/21/22

Address: 3651 Wenlock Ct. Mobile, AL 36693

Phone: 251.554.3838 Email bobebrown1@yahoo.com

Date to Address City Council: July 26, 2022

Subject (must be completed): Redistricting. Necessity of redistricting to ensure One Mobile.

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

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
001	UPFITTING AS SPECIFIED: POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs AS PER CITY OF MOBILE BID #5579 AND YOUR QUOTE	44.00 EACH	10590.00000	465960.00
	Additional Description Notes			
	POLICE PATROL PACKAGE FOR CHEVROLET TAHOE 4 DOOR SUVs REQUESTED BY THE POLICE DEPARTMENT.			
	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	8.00 EACH	10590.00000	84720.00
	Additional Description Notes			

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	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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

***** 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.

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

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:7/26/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To accept the resignations of Buff Teague and John Carnesale from the Board and to appoint Michael Anderson and Donald Foster to the Improvement District's Board of Directors.

Amount of Contract:

n/a

Effective Date of Contract:

7/26/2022

Funding Source

Project # Resolution Approving the Appointments of New Directors of the Improvement District - McGowin Park

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 Approving Appointments of New Directors of the Improvement District - McGowin Park Project	Resolution Letter	7/14/2022

REVIEWERS:

Department Reviewer	Action	Date

Legal	Barfield, Becky	Approved	7/14/2022 - 11:20 AM
Legal	Kern, Chris	Approved	7/14/2022 - 11:25 AM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:47 PM

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA APPROVING THE APPOINTMENTS OF NEW DIRECTORS OF THE IMPROVEMENT DISTRICT OF THE CITY OF MOBILE – MCGOWIN PARK PROJECT

WHEREAS, The Improvement District of the City of Mobile – McGowin Park Project, a public corporation organized by the City Council (the "Council") of the City of Mobile (the "City) under the laws of the State of Alabama (the "Improvement District"), is duly organized and existing under the provisions of Chapter 99A of Title 11 of the Code of Alabama (1975) (the "Act"); and

WHEREAS, the current Board of Directors of the Improvement District (the "Board") are Buff Teague, John Carnesale, and Travis Black; and

WHEREAS, Buff Teague and John Carnesale both tendered their respective resignation from the Board to the Council; and

WHEREAS, the Council desires to accept the resignations of Buff Teague and John Carnesale from the Board, and to appoint Michael Anderson and Donald Foster to the Improvement District's Board of Directors, in substitution of Buff Teague and John Carnesale.

NOW THEREFORE, BE IT RESOLVED AND ORDERED BY THE COUNCIL, as follows:

(1) That the Council hereby accepts the resignation of Buff Teague and John Carnesale, and they are hereby removed from the Board and relieved of all authority, rights and obligations in connection with their role on the Board.

(2) That Michael Anderson and Donald Foster are hereby appointed to the Board in substitution of the aforementioned Directors referenced above and will, respectively, assume all authority, rights and obligations in connection with their role on the Board.

_____
Chairman of the Mobile City Council

SEAL

Attest:_____
Clerk

{06482924.1}

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vertiv Corporation for annual maintenance service for Liebert uninterruptible power supply and cooling systems for MIT.

General fund.

Amount of Contract:

$15,155.00

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

ATTACHMENTS:

Description	Type	Upload Date
20220707 Vertiv Agenda Package POs	Cover Memo	7/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 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
11112	2022	(5000) INFORMATION TECHNOLOGY	ANNUAL MAINTENANCE SERVICE FOR LIEBERT UNINTERRUPTIBLE POWER SUPPLY AND COOLING SYSTEMS FOR MIT (PROFESSIONAL SERVICE)	$15,155.00	(295869) VERTIV CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER YOUR QUOTE #CPQ-310830-1.			
	CITY OF MOBILE 4851 MUSEUM DR MOBILE, AL 36608			
001	1751241 APM 30 (N+1) WB NRB41CCSAHA0890 2 ANNUAL PM ESSENTIAL (08/01/2022) - (07/31/2023)	1.00 EACH	4974.86000	4974.86
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4974.86
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	1751243 APM45-90PERIPH NRMB0C4C2RA0S54 2 ANNUAL PM	1.00 EACH	585.14000	585.14

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
VERTIV CORPORATION	MIT
1050 DEARBORN DR	651 CHURCH STREET
	MOBILE, AL 36602
COLUMBUS, OH 43085	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#251-432-1211	Delivery Reference
Fax 850-969-0855	GREG HOLLIDAY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	ESSENTIAL (08/01/2022) - (07/31/2023)			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			585.14
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	1750884 DS AIR DS042ADC1EI235S 4	1.00 EACH	4797.50000	4797.50
	ESSENTIAL (08/01/2022) - (07/31/2023)			
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4797.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY			

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	1796651 DS AIR DS042ADC1EI098S 4 ESSENTIAL (08/01/2022) - (07/31/2023)	1.00 EACH	4797.50000	4797.50
	1 1000.10.23.5000.5000.5000.0000.0000.42150.			4797.50
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 15155.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.	15155.00	351601.16

Bill To	Requisition 00011112-00 FY 2022
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
VERTIV CORPORATION 1050 DEARBORN DR COLUMBUS, OH 43085 Tel#251-432-1211 Fax 850-969-0855	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	295869	06/15/22			INFORMATION TECHNOLOGY

Account		Amount	Remaining Budget
INFORMATION TECHNOLOGY EXP	MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	06/14/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/14/22	SCOTT KEARNEY	
Approved	06/23/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/23/22	SCOTT KEARNEY	
Rejected	06/23/22	DONALD ROSE	Rejected by: 9105fola SEE REJE
Approved	07/07/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	07/07/22	DONALD ROSE	Approved by: 9105fola
Approved	07/07/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	07/07/22	JOHN PAINE	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sansom Equipment Co Inc for one 2022 Vactor 16in 15 cu yd vacuum truck on Freightliner chassis for Public Works.

Stormwater.

Amount of Contract:

$459,299.93

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

ATTACHMENTS:

Description	Type	Upload Date
20220714 Sansom Agenda Package POs	Cover Memo	7/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 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
8451	2022	(F7000) MOTOR POOL	2022 VACTOR 16IN 15 CU YD VACUUM TRUCK ON FREIGHTLINER CHASSIS FOR PUBLIC WORKS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$459,299.93	(190715) SANSOM EQUIPMENT CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00008451-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	
Fax 251-631-3768	

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/22	190715	04/20/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	VACTOR TRUCK AS SPECIFIED: 2022 OR NEWER VACUUM TRUCK SA PER THE FOLLOWING' VENDOR TO PROVIDE 2022 VACUUM TRUCK CONSISTING OF A 2022 VACTOR #2115-16 2100i 16" VACUUM, 15 CU YD DEBRIS BODY MOUNTED ON 2022 FREIGHTLINER 1145D TAMDEN AXLE CHASSIS AS PER SOURCEWELL CONTRACT 101221-VTR AND SANSOM QUOTE #SECQ5036 DATED 7-12-2022	1.00 EACH	459299.93000	459299.93

Additional Description Notes

2022 OR NEWER FREIGHTLINER 2100i VACTOR TRUCK. REQUESTED BY PUBLIC SERVICES MAINTENANCE.

1 4050.70.00.0000.0000.0000.0000.0000.47120.
E C0446 .VEHICLEEXP. . 459299.93

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To

Requisition Link

Requisition Total 459299.93

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

Bill To	Requisition 00008451-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer: 9105paij
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
SANSOM EQUIPMENT CO INC	MOTOR POOL
2025 W I-65 SERVICE ROAD NORTH	745 BROAD STREET
	MOBILE, AL 36604
MOBILE, AL 36618	CARTERD@CITYOFMOBILE.ORG
Tel#205-401-4040	
Fax 251-631-3768	

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/20/22	190715	04/20/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price / Amount	Net Price / Remaining Budget
	Account			
	E C0446 .VEHICLEEXP. .		459299.93	3484971.54

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.0000.47120.	459299.93	

STORM WATER EXP VEHICLE ACQ (GREATER $5000)

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

Activity	Date	Clerk	Comment
CCancelled	07/14/22	JOHN PAINE	GL Allocation changed
Approved	04/14/22	NICHOLAS AMBERGER	
Approved	04/21/22	NICHOLAS AMBERGER	
Rejected	04/19/22	BRENDA RHODES	Need approval from Mr. DeLapp
Approved	04/21/22	BRENDA RHODES	
Approved	04/21/22	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/21/22	RELYA MALLORY	Auto approved by: 910511034
Queued	07/14/22	NICHOLAS AMBERGER	Auto approved by: 910511034
Pending		BRENDA RHODES	Auto approved by: 910511034
Pending		TIFFANY HOLLINS	Auto approved by: 910511034
Pending		RELYA MALLORY	Auto approved by: 910511034
Pending		DONNA MICHELE STANLEY	Auto approved by: 910511034
Pending		DONALD ROSE	Auto approved by: 910511034
Pending		SANDRA LEWIS	Auto approved by: 910511034
Pending		JOHN PAINE	Auto approved by: 910511034

Authorized By: _____ Date: _____
Signature

Sourcewell
Awarded Contract

Vactor Manufacturing

Sewer Vacuum

#101221-VTR

Maturity Date: 11/29/2025

Products & Services
Contract Documents
Pricing
Contact Information
Buy Sourcewell

Contract Documents

Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Contract #101221-VTR
Effective 11/29/2021 - 11/29/2025

Contract Documentation

- Contract

Competitive Solicitation Documentation

- Request for Proposal (RFP)
- Proof of Publication
- Proposal Opening Record
- Proposal Evaluation
- Comment & Review
- Board Resolutions

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Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

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Vactor 101221-VTR

Pricing for contract #101221-VTR offers Sourcewell participating agencies the following discounts:

- 3% discount off list price
- In addition to the discount off MSRP, volume discounts may be considered on a case-by-case basis.

*****PLEASE NOTE:** The Vactor RamJet and iMPACT products will have a flat $3,125 material surcharge included on all products. In addition, the TRUVAC product line (HXX, FLXX, Prodigy) will now include a flat $4,375 material surcharge.

VACTOR

EQUIPMENT PARTS & SERVICE TECHNOLOGY WHY VACTOR CONTACT US

For USA Dealers Only:

SHOW ALL STATES.

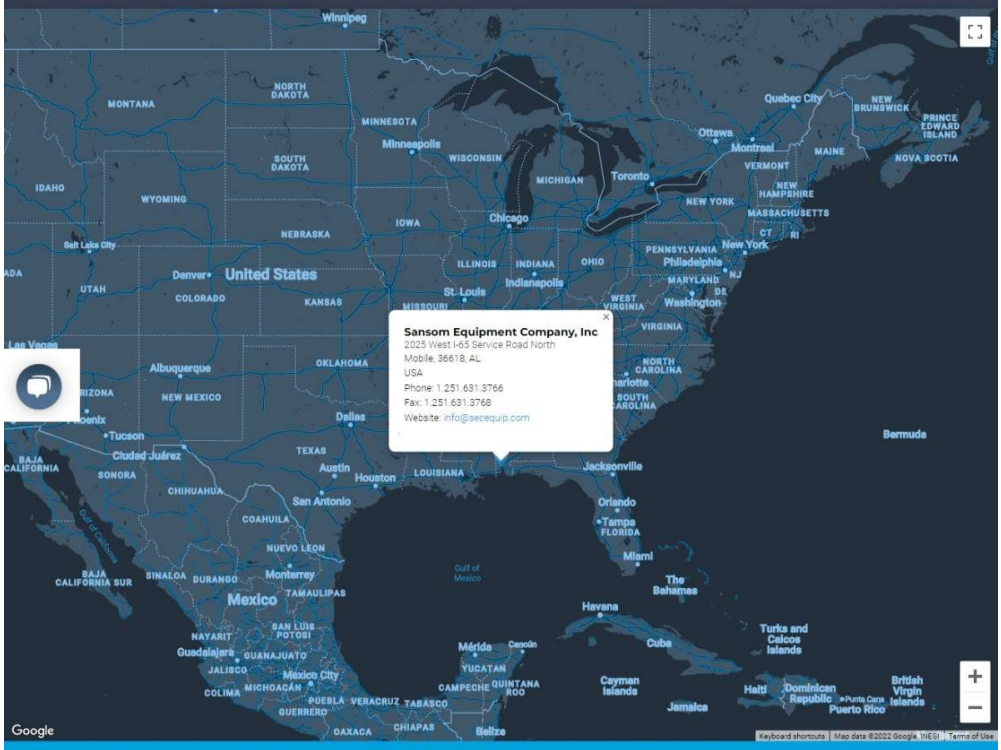
State: Alabama

County: Mobile in Mobile, AL

Sansom Equipment Company, Inc

Gives service to the following counties:

Autauga in Mobile, AL - Baldwin in Mobile, AL - Barbour in Mobile, AL - Bibb in Mobile, AL - Blount in Mobile, AL - Bullock in Mobile, AL - Butler in Mobile, AL - Calhoun in Mobile, AL - Chambers in Mobile, AL - Cherokee in Mobile, AL - Chilton in Mobile, AL - Chockaw in Mobile, AL - Clarke in Mobile, AL - Clay in Mobile, AL - Cleburne in Mobile, AL - Coffee in Mobile, AL - Colbert in Mobile, AL - Conecuh in Mobile, AL - Coosa in Mobile, AL - Covington in Mobile, AL - Crenshaw in Mobile, AL - Cullman in Mobile, AL - Dale in Mobile, AL - Dallas in Mobile, AL - DeKalb in Mobile, AL - Elmore in Mobile, AL - Escambia in Mobile, AL - Etowah in Mobile, AL - Fayette in Mobile, AL - Franklin in Mobile, AL - Geneva in Mobile, AL - Greene in Mobile, AL - Hale in Mobile, AL - Henry in Mobile, AL - Houston in Mobile, AL - Jackson in Mobile, AL - Jefferson in Mobile, AL - Lamar in Mobile, AL - Lauderdale in Mobile, AL - Lawrence in Mobile, AL - Lee in Mobile, AL - Limestone in Mobile, AL - Lowndes in Mobile, AL - Macon in Mobile, AL - Madison in Mobile, AL - Marengo in Mobile, AL - Marion in Mobile, AL - Marshall in Mobile, AL - Morgan in Mobile, AL - Mobile in Mobile, AL - Monroe in Mobile, AL - Montgomery in Mobile, AL - Perry in Mobile, AL - Pickens in Mobile, AL - Pike in Mobile, AL - Randolph in Mobile, AL - Russell in Mobile, AL - St. Clair in Mobile, AL - Shelby in Mobile, AL - Sumter in Mobile, AL - Talladega in Mobile, AL - Tallapoosa in Mobile, AL - Tuscaloosa in Mobile, AL - Walker in Mobile, AL - Washington in Mobile, AL - Wilcox in Mobile, AL - Winston in Mobile, AL



* Contact list best viewed in a modern browser such as Chrome, Firefox, or Edge.

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VACTOR
Subsidiary of Federal Signal Corporation

1621 S. Illinois Street
Streator, IL 61364
(815) 672-3171
(815) 672-2779
sales@vactor.com

Also of Interest sewage company sewer cleaning equipment Product Literature Library

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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:7/26/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Smalls and Mayor Stimpson

Purpose and Scope of Project:

To install 3,200 linear feet by 8 feet high chain link fence at Brookley by The Bay

Amount of Contract:

$116,961.00

Funding Source

Project # Brookley By The Bay - Chain Link Fence Installation PR-061-22 **Discretionary Funds**

Project String C0720 CIP PARK BROOKLEY BY THE BAY (20002000-48010) **Contract Number:**3891

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/12/2022 - 3:04 PM
Capital	Rhodes, Brenda	Approved	7/12/2022 - 3:50 PM
Legal	Kern, Chris	Approved	7/12/2022 - 4:39 PM
Mayors Office	Montgomery, Brandi	Approved	7/14/2022 - 2:46 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	6/14/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/14/2022 - 2:04 PM

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

May 18, 2022

VIA HAND DELIVERY

Ms. Lisa Carroll Lambert
Mobile City Clerk
9th Floor Government Plaza, South Tower
P.O. Box 1827
Mobile, AL 36633-1827

WE, MAY 18, PM4:28 RCVD
MOBILE, AL
CITY CLERK'S OFFICE

Re: Street Vacation Request

Dear Ms. Lambert:

I represent the Alabama State Port Authority ("Port Authority"), and am writing on its behalf to request the vacation of a portion of Virginia Street near the APMT Container Terminal. The portion of the Virginia Street the Port Authority requests be vacated can be described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

The Port Authority is the only landowner abutting the portion of Virginia Street which the Port Authority requests be vacated. Accordingly, and as reflected by the enclosed Petition, the Port Authority as the only abutting landowner has consented to the vacation and joined the Petition.

The enclosed Petition also includes maps showing the locations of the portion of Virginia Street which the Port Authority would like to have vacated.

I have requested and obtained the written consent of all utility companies to the street vacation. Copies of the consent letters are enclosed with this letter.

I have also enclosed three (3) sets of printed adhesive labels containing the names and addresses of the owners of any abutting land, and also the names and addresses of any entities known to have utility lines within the area to be vacated.

I have also attached a check for $100 for the application fee.

Thank you for your assistance. Please let me know if I can provide anything else.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosures
7979250

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION FOR VACATION OF RIGHT-OF-WAY PURSUANT TO CODE OF ALABAMA SECTION 23-4-1 ET SEQ.

COMES NOW, the Alabama State Port Authority ("Port Authority"), and makes this Petition for the vacation of a portion of Virginia Street, more particularly described herein and shown in Exhibit A. In support of such Petition, the Port Authority would show as follows:

1. The Legal Description for the above referenced parcel is as follows:

   Virginia Street
   Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

2. The Port Authority is the sole owner of the land described below and outlined in Exhibit B, located in Mobile County, Alabama and abutting the areas petitioned for vacation:

   a. Lot 1: That part of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, being more particularly described as follows:
   To-Wit:
   Beginning at the Southwest corner of LOT 1, BCCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of the CSX Railroad, (variable width R\W), Thence N-51°-47'-20"-E, leaving the North right of way line of said Virginia Street and along the East right of way line of said CSX Railroad, for 326.25 feet; Thence Northeasterly along the East right of way line of said Louisville and Nashville Railroad and around a curve to the left having a radius of 1951.00 feet and a delta angle of 26°-22'-04", the chord of which bears N-38°-36'-08"-E for 889.96 feet, for an arc distance of 897.86 feet to a point on at the intersection of the East right of

way line of said CSX Railroad with the South right of way line of New Jersey Street (50-foot public R\W; Thence S-88°-06'-29"-E, leaving the East right of way line of said CSX Railroad and along the South right of way of said New Jersey Street, for 61.93 feet to a point at the intersection of the South right of way line of said New Jersey Street with the East right of way line of Old Water Street, (50-foot public R\W); Thence N-08°-07'-38"-E, leaving the South right of way line of said New Jersey Street and along the East right of way line of said Old Water Street, for 25.15 feet; Thence S-88°-06'-29"-E, leaving the East right of way line of said Old Water Street, for 226.97 feet; Thence S-00°-41'-07"-W for 1071.32 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-58"-W, along the North right of way line of said Virginia Street, for 789.84 feet; Thence N-08°-19'-19"-E, leaving the North right of way line of said Virginia Street, for 148.35 feet; Thence N-81°-45'-18"-W for 123.92 feet; Thence Southwesterly around a curve to the left having a radius of 449.28 and a delta angle of 29°-06'-41", the chord of which bears S-57°-13'-47"-W for 225.83 feet, for an arc distance of 228.27 feet to a point on the North right of way line of aforesaid Virginia Street; Thence N-81°-43'-33"-W for 18.59 feet to the Point of Beginning and containing 14.131 acres, more or less.

a. Lot 2: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 237.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet; Thence S-08°-16'-06"-W, leaving the South right of way line of said Virginia Street, for 170.05 feet; Thence N-81°-43'-33"-W for 475.00 feet; Thence N-08°-16'-02"-E for 170.00 feet to the Point of Beginning and containing 1.854 acres, more or less.

b. Lot 3: Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-08°-16'-27"-W, leaving the South right of way line of said Virginia Street, for 50.00' to a point on the South right of way line of said Virginia Street; Thence S-81°-43'-58"-E, along the South right of way line of said Virginia Street, for 712.72 feet to the Point of Beginning of the parcel herein described; thence continue S-81°-43'-58"-E, along the South right of way line of Virginia Street, for 475.00 feet to the Southeast corner of the right of way of said Virginia Street; Thence N-08°-16'-40"-E, and along the East end of the right of way of said Virginia Street, for 50.00 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-81°-

43'-58"-E, along an eastward extension of the North right of way line of said Virginia Street and along the South line of Lot 1 of said BCCT Subdivision, 287.72 feet; Thence S-08°-16'-02"-W for 220.09 feet; Thence N-81°-43'-33"-W for 385.00 feet; Thence N-08°-16'-02"-E for 170.05 feet to the Point of beginning and containing 1.833 acres, more or less.

3. No other property owners own any land within or abutting the areas affected by this proposed vacation and thus will not be denied means of ingress or egress to and from their property or be otherwise affected by the vacation of said right of way.

4. The Port Authority desires, and hereby requests, that the portion of Virginia Street described above and shown in Exhibit A be vacated. This is requested in an effort to combine and unify the Port Authority's property located at Lot 1, Lot 2, and Lot 3 described above and shown in Exhibit B.

5. The square footage of the area to be vacated is in total 24,863.

6. According to tax records, the square footage of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: 247,022 (Property Land Type 31) or 361,348 (Property Land Type 33)
b. Lot 2: 81,893
c. Lot 3: 84,506

8. The current-year assessments of the adjoining properties as referenced in this Petition and in Exhibit B hereto are as follows:

a. Lot 1: $ 857,180
b. Lot 2: $ 42,300
c. Lot 3: $ 44,440

NOW THEREFORE, the Port Authority respectfully petitions and requests the City of Mobile to:

A. Approve the vacation of the portion of Virginia Street outlined as indicated on the survey attached hereto as Exhibit A and described above (provided, however, that entities with utility lines, equipment or facilities in place within said right of way at the time of vacation, if any, shall have the right to continue to access, maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred); and

B. Waive or reduce the right-of-way vacation fee to be charged pursuant to Ala. Code section 11-49-6 and City of Mobile Ordinance No. 57-070-2015.

IN WITNESS WHEREOF, the Port Authority has caused this Petition to be executed on the 18th day of May, 2022.

Alabama State Port Authority
By: John Driscoll
As its: Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

Exhibit A

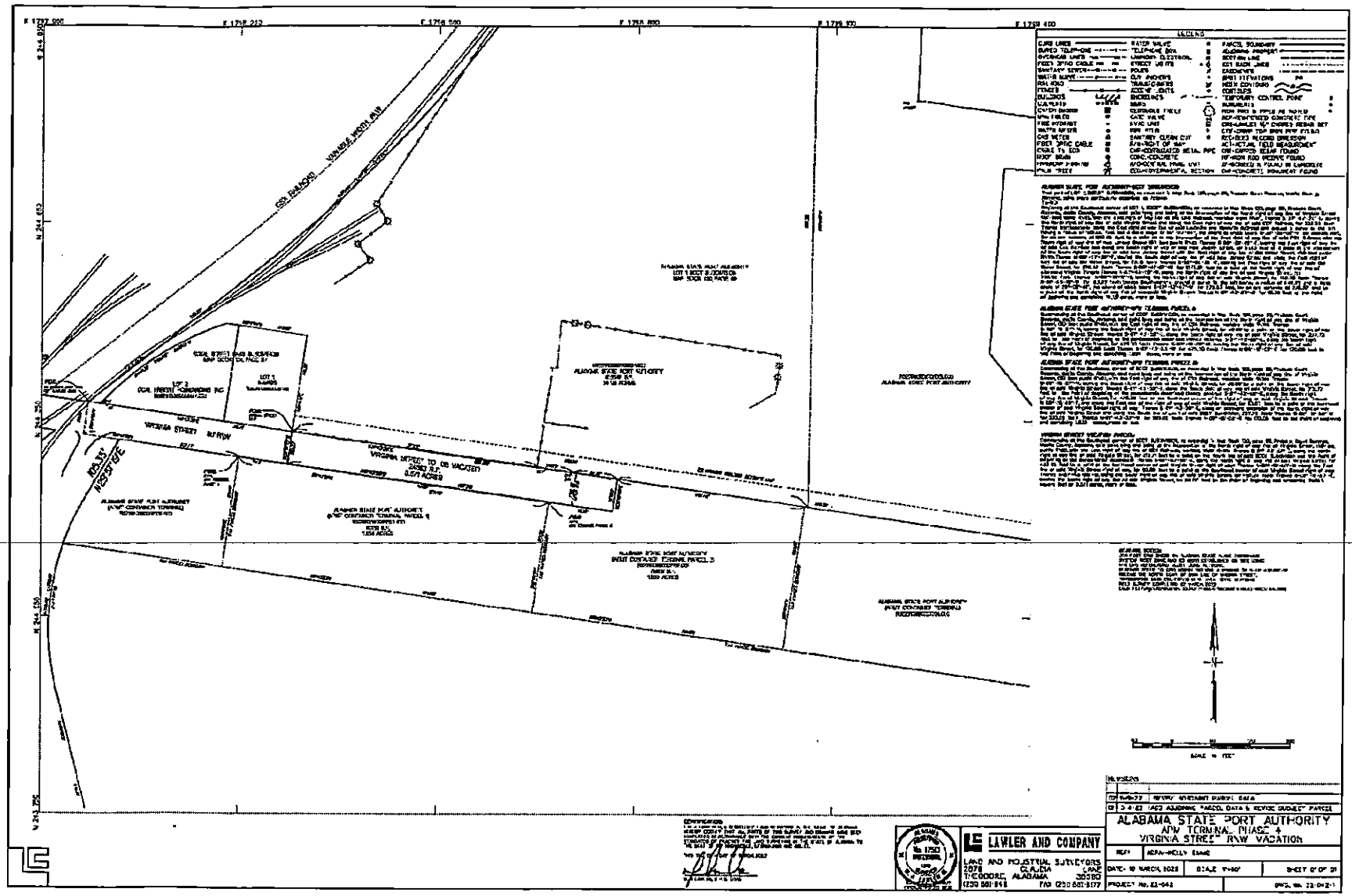

ALABAMA STATE PORT AUTHORITY
APM TERMINAL PHASE 4
VIRGINIA STREET R/W VACATION
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2078 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-9418 FAX (251) 661-9177
VIRGINIA STREET R/W
VIRGINIA STREET TO BE VACATED
2.650 S.F.
0.061 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL PARCEL 1)
1.554 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL PARCEL 2)
1.550 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL PARCEL 3)
1.550 ACRES
ALABAMA STATE PORT AUTHORITY
(APM CONTAINER TERMINAL)
RECORDED/DEEDED
ISO RAILROAD — MOBILE NORTH MAIN
POINT OF BEGINNING
POINT OF COMMENCEMENT
SCALE: 1" = 100'
DATE: 19 MARCH, 2025
SCALE: 1"=100'
PROJECT No. 22-042

Exhibit B

City of Mobile



1:4,497
0 0.04 0.07 0.15 mi
0 0.05 0.1 0.2 km
City of Mobile GIS Department

City of Mobile
City of Mobile

Exhibit B

DECLARATION OF VACATION OF RIGHT OF WAY
IN THE CITY OF MOBILE, ALABAMA

STATE OF ALABAMA)
COUNTY OF MOBILE)

This Declaration of Vacation of Right of Way in the City of Mobile, Alabama is made and entered into this _____ day of _____, 2022, by the Alabama State Port Authority ("Port Authority").

WITNESSETH:

WHEREAS, the Port Authority has petitioned the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority is the sole owner of the real property abutting the Street, and consents to the vacation of the Street; and

WHEREAS, no property owner shall be cut-off or deprived of access due to the vacation of the Street; and

WHEREAS, the Port Authority has provided notice of its request to vacate the Street to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, all utility providers have issued their written consent to vacation of the Street; and

WHEREAS, vacation of the Street is in the public interest; and

WHEREAS, the City Council of Mobile, Alabama, has given its assent to the closing and vacating of the hereinabove described rights-of-way; and

WHEREAS, said assent was given by Resolution duly adopted by the City Council of Mobile, Alabama, and a certified copy of said Resolution is attached hereto and made a part hereof as though set forth fully herein; and

WHEREAS, the same is filed for record herewith.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, in consideration and to effect said vacation, the Port Authority does hereby declare the portion of the Street, more particularly described above, to be vacated, and, subject to the utility easements pursuant to Section

23-4-2(b) of the Alabama Code, all public rights in such portion of the Street, more particularly described above, are hereby divested, subject to the assent of the Mobile City Council, which shall by Resolution effect such vacation.

IN WITNESS WHEREOF, the Port Authority has caused these presents to be executed effective as of the date first set forth above.

Alabama State Port Authority
By: John Driscoll
As its: Director

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned, a Notary Public, in and for said County in said State, hereby certify John Driscoll, as Director of the Alabama State Port Authority, who is known to me, signed the foregoing Petition, and acknowledged before me on this day that, being informed of the contents of the above and foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said agency on the day the same bears date.

Given under my hand and seal this the 13 day of MAY, 2022.

Notary Public
My Commission Expires: 10-19-22

Sponsored by: Counci

RESOLUTION

WHEREAS, the Alabama State Port Authority ("Port Authority") has submitted a Petition to the Mobile City Council to vacate a portion of Virginia Street (referred to herein as the "Street"), described more particularly herein, a public street lying within the city limits of Mobile, Alabama, pursuant to Section 23-4-20 of the Alabama Code, *et seq.*; and

WHEREAS, the portion of the Street to be vacated is more particularly described as follows:

> Virginia Street
> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 497.29 feet to a point at the Northeast corner of said Virginia Street right of way; Thence S-08°-16'-40"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 497.28 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 24863 square feet or 0.571 acres, more or less.

WHEREAS, the Port Authority has petitioned the City Council of Mobile, Alabama, to assent to the vacation of such public rights-of-way owned by the City of Mobile; and

WHEREAS, it has been shown to the satisfaction of the Mobile City Council that the Port Authority is the sole owner of the real property abutting the Street; and

WHEREAS, the vacation of the Street will not deprive any other property owner of such rights as such property owner may have to convenient and reasonable ingress and egress to and from their property; and

WHEREAS, notice of the hearing on the Petition was provided to all utility providers with utility lines or facilities in the Street in accordance with Section 23-4-2(a) of the Alabama Code, and such utility providers have issued their written consent to said vacation; and

WHEREAS, pursuant to Section 23-4-2(b) of the Alabama Code, entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred; and

WHEREAS, notice of the hearing on the Petition was provided in accordance with Section 23-4-2(a) of the Alabama Code, including publication in a newspaper of general circulation in Mobile, Alabama; and

WHEREAS, the City Council finds that the Street is not needed as public rights-of-way in the City of Mobile, Alabama; and

WHEREAS, the City Council finds that vacation of the Street is in the public interest.

NOW, THEREFORE, BE IT RESOLVED by the Mobile City Council that, upon hearing all parties and considering all information presented, that the portion of the Street, more particularly described above, is hereby vacated.

BE IT FURTHER RESOLVED that entities with utility lines, equipment or facilities in place at the time of vacation, shall have the right to continue to maintain, extend, and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred, including ingress and egress thereto; provided further that the Westernmost 500 feet of said vacated area is

reserved for a non-exclusive easement for utility lines of the Board of Water & Sewer Commissioners of the City of Mobile as per the MAWSS approval letter for this vacation dated March 25, 2022.

BE IT FURTHER RESOLVED that the right-of-way fee provided for in Alabama Code section 11-49-6 and City of Mobile Ordinance No. 57-029-2020 is hereby waived.

Notice of this Resolution shall be published in a newspaper of general circulation in Mobile, Alabama, within fourteen days of the date of adoption and this Resolution shall also be filed with the Mobile County Probate Court.

Adopted:

_____
City Clerk

I, Lisa Carroll Lambert, Clerk of the Mobile City Council, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Mobile City Council in its meeting held the _____ day of _____, 2022.

IN WITNESS WHEREOF, I have herein to set my hand on the official seal of the Mobile City Council on this the _____ day of _____, 2022.

_____
LISA CARROLL LAMBERT
CITY CLERK

Spire Gulf Inc.
2828 Dauphin Street
Mobile, AL 36606

March 14, 2022

J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, AL 36602

Re: Street Vacation

Vacation: Vacate a portion of Virginia Street.

Mr. Campbell,

In response to your letter dated March 11, 2022 relative to the above referenced right to vacate.

Please be advised that Spire Gulf Inc. ("Spire"), has facilities within the area to be vacated. Spire is requesting that a savings clause be included in the Vacation Ordinance that will protect our existing facilities and will grant Spire the right to ingress and egress for the proper maintenance of these facilities.

Sincerely,

Valerie Barrett

Valerie Barrett
Right of Way Representative, Alabama
Spire Alabama Inc.

Cc: Jeff Wilcox

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

March 25, 2022

Mr. J. Craig Campbell
Hand Arendall
104 St. Francis Street, Suite 300
Mobile, AL 36602

RE: Request to Vacate the East Terminus of Virginia Street Right-of-Way
Beginning approximately 312 ft. E of the intersection of the East ROW of CSX R/R & the N ROW of Virginia Street; Continue E approximately 1,234 ft. to end. Section 26, T4S-R1W

Dear Mr. Campbell:

We have reviewed the referenced vacation request and determined that our facilities are within the limits of a portion of the area to be vacated above. Consequently, our agreement to vacate this right-of-way is contingent upon the Requestor retaining the western most 500 feet as an easement for MAWSS.

Please know that MAWSS restricts the use of its easements. Any fences, driveways, trees, shrubs, etc. (no permanent structures) must be approved by MAWSS before placement in the easement. Requests for approval to place improvements in the easement should be sent to the attention of our Mapping and Connections Department.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System

Daryl B. Russell

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 2368, Mobile, AL 36652 • 4725 Moffett Rd, Suite H. • Mobile, AL 36618 • Phone 251.694.3191 • Fax 251.694.3443

3248 Springhill Ave
Mobile, Al. 36607
251-665-6606 Office
251-295-5334 Cell

comcast

March 11, 2022

J. Craig Campbell
Kerin Hoffmann
Legal Secretary to Craig Campbell
Hand Arendall Harrison Sale
104 Saint Francis Street, Suite 300
Mobile, Al. 36602

J. Craig Campbell:

In response to your letter dated March 11/2022, concerning the vacation of Virginia St. Commencing at the Southwest corner of BCCT Subdivision as recorded in map book 130-page 89 Comcast Cable Communications does not have need of this easement and consents to same.

If I can be of any additional service, please feel free to give me a call at 251-295-5334

Respectfully,

Donnie Little

Donnie Little
Construction Specialist II

Cc: Easements File

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

March 21, 2022

J. Craig Campbell
Hand Arendall Harrison Sale
104 St Francis St Ste. 300
Mobile, Alabama 36602

Dear Mr. Campbell,

This letter is written in response to your letter of March 11, 2022 wherein a request is made of AT&T for consent to the vacation of right of way, as described in the attached survey of March 10,2022. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement, will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-470-5650 if any additional information is required.

Sincerely,

Brad Sadler

Brad Sadler
Specialist, AT&T Alabama
251-470-5650

Proud Sponsor of the U.S. Olympic Team

March 21,2022

Hand Arendall/
Harrison Sale LLC
Attn.: J. Craig Campbell
104 Saint Francis Street
Suite 300
Mobile, Alabama 36602

Alabama Power

Re: Vacation of a portion of Virginia Street (Alabama State Port Authority)

Dear Mr. Campbell,

Reference is made to your letter of March 11, 2022 (copy enclosed) wherein a request is made of Alabama Power Company for consent to the vacation of a portion of the above referenced area, as more particularly described in such letter and as shown on the attachments to said letter.

Pursuant to Code of Alabama, Title 23-4-2, Alabama Power Company (the "Company") hereby consents to the requested vacation provided that the resolution and any conveyance, release or vacation documents shall reserve unto said Company the right to continue to maintain, extend and enlarge its lines, equipment and facilities to the same extent as if the vacation had not occurred and all other rights, title and interests held by the Company with respect to the area to be vacated under any statute or other law or under any other conveyance or agreement, whether recorded or unrecorded, including without limitation all the rights and privileges necessary or convenient for the full enjoyment and use of its lines, equipment and facilities now or hereafter located within or adjacent to the area to be vacated; and the right of ingress and egress to and from said lines, equipment and facilities; and the right to cut and/or trim trees or limbs which, in the sole opinion of said Company, would interfere with said lines, equipment and facilities; and the right to prohibit use of the area vacated in a manner which violates the National Electric Safety Code.

Please advise if further assistance is required.

Sincerely,

Blake Jarrett

Blake Jarrett
Corporate Real Estate

HAND ARENDALL HARRISON SALE

J. Craig Campbell
ccampbell@handfirm.com
DIRECT 251 694 6239 / FAX 251 544 1688

March 11, 2022

VIA CERTIFIED MAIL and EMAIL

Mr. Donnie Little
Construction Specialist II
Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607
Donnie_Little@comcast.com

Mr. Daryl Russell
Planning & Engineering Manager
Mobile Area Water & Sewer System
P. O. Box 180249
Mobile, AL 36618-0249
drussell@mawss.com

Mr. Brad Sadler
Specialist
AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607
bs6868@att.com
brad.sadler@att.com

Mr. Jeff Wilcox
Ms. Lacey Witherington
Spire Alabama, Inc.
2828 Dauphin Street
Mobile, AL 36606
Jeff.Wilcox@spireenergy.com
Lacey.Witherington@spireenergy.com

Mr. Eric Boykin
Alabama Power Company
P. O. Box 2247
Mobile, AL 36652
elboykin@southerco.com

Re: Street Vacation

Dear Utility Providers:

I represent the Alabama State Port Authority ("ASPA"), which intends to petition the Mobile City Council to vacate a portion of Virginia Street, located near property that ASPA is in the process of purchasing. The portion of Virginia Street ASPA requests be vacated can be described as follows:

> Commencing at the Southwest corner of BCCT SUBDIVISION, as recorded in Map Book 130, page 89, Probate Court Records, Mobile County, Alabama, said point lying and being at the intersection of the North right of way line of Virginia Street, (50-foot public R\W), with the East right of way line of CSX Railroad, (variable width R\W); Thence S-81°-43'-33"-E, along the North right of way line of said Virginia Street, for 312.71 feet to a point on the South line of said BCCT Subdivision and the Point of Beginning of the parcel herein described; Thence S-81°-43'-58"-E, along the North right of way line of said Virginia Street, for 1234.74 feet to a point at the Northeast corner of said Virginia Street right of way; Thence

S-08°-14'-47"-W, along the East line of said Virginia Street right of way, for 50.00 feet to a point at the Southeast corner of said Virginia Street right of way; Thence N-81°-43'-58"-W, along the South right of way line of said Virginia Street, for 1234.76 feet; Thence N-08°-16'-27"-E, leaving the South right of way line of said Virginia Street, for 50.00 feet to the Point of Beginning and containing 61738 square feet or 1.417 acres, more or less.

I have also enclosed a map showing the location of the portion of Virginia Street which ASPA would like to have vacated.

I am writing to you as a utility provider which may have lines or facilities on the street and request your consent to the street vacation.

Pursuant to Section 23-4-2 of the Alabama Code: "Entities with utility lines, equipment, or facilities in place at the time of vacation, shall have the right to continue to maintain, extend and enlarge their lines, equipment and facilities to the same extent as if the vacation had not occurred." Consequently, the vacation will not affect any existing rights you have concerning lines or facilities on the street.

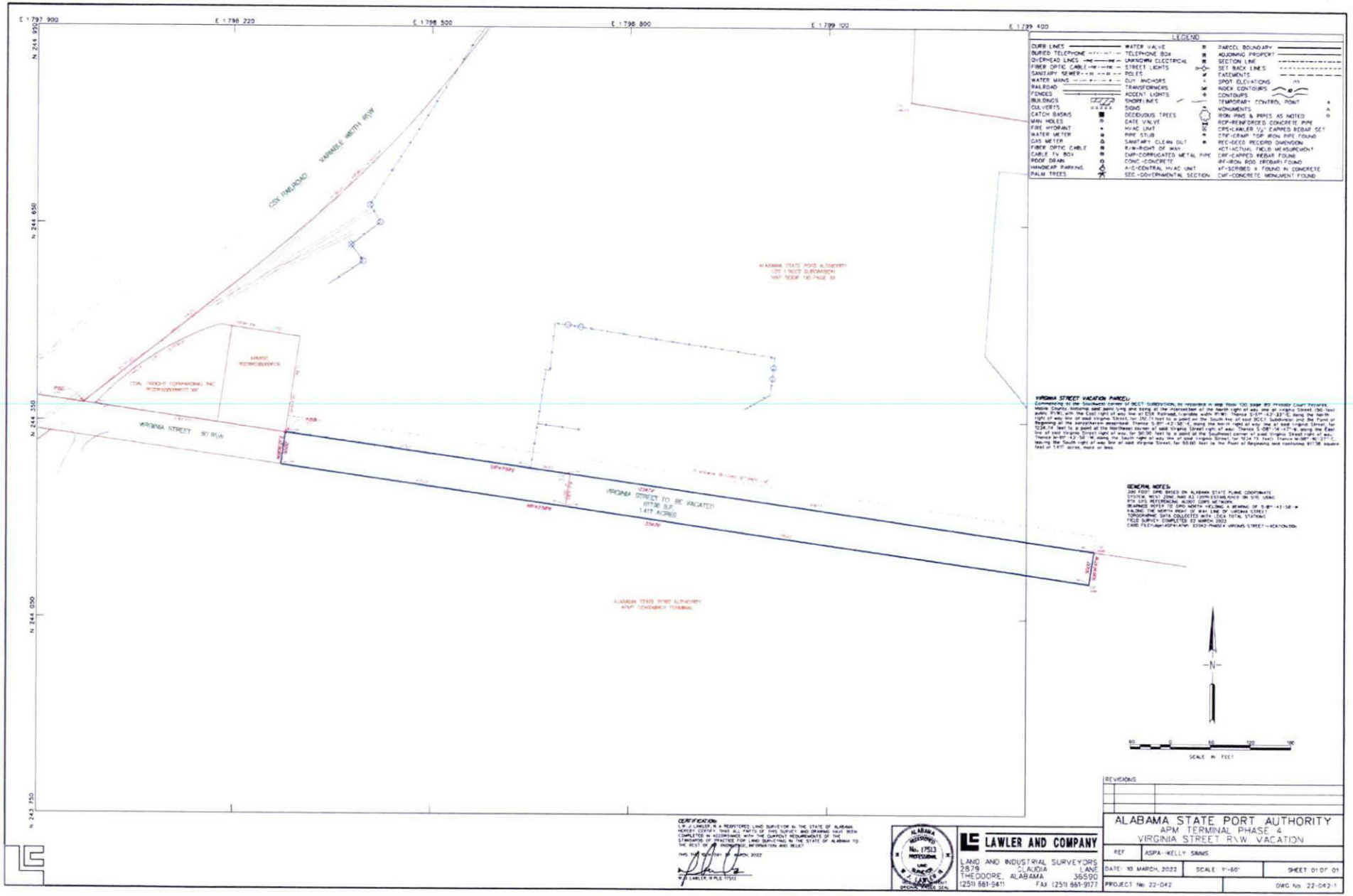
I would appreciate your response at your earliest convenience. Please contact me if you have any questions or if we can discuss this matter further.

Sincerely,

J. Craig Campbell
For the Firm

JCC
Enclosure

(7846376.1).docx


E 1,797,900
E 1,798,220
E 1,798,500
E 1,798,800
E 1,799,100
E 1,799,400
N 244,950
N 244,650
N 244,350
N 244,050
N 243,750
CSX RAILROAD VARIABLE WIDTH ROW
VIRGINIA STREET 50' R/W
VIRGINIA STREET TO BE VACATED
0.736 SF
1.417 ACRES
ALABAMA STATE PORT AUTHORITY
APM CONTAINER TERMINAL
LEGEND
CURB LINES
BURIED TELEPHONE
OVERHEAD LINES
FIBER OPTIC CABLE
SANITARY SEWER
WATER MAINS
RAILROAD
FENCES
BUILDINGS
CULVERTS
CATCH BASINS
MAN HOLES
FIRE HYDRANT
WATER METER
GAS METER
FIBER OPTIC CABLE
CABLE TV BOX
ROOF DRAIN
HANDICAP PARKING
PALM TREES
WATER VALVE
TELEPHONE BOX
UNKNOWN ELECTRICAL
STREET LIGHTS
POLES
GUY ANCHORS
TRANSFORMERS
ACCENT LIGHTS
SHORELINES
SIGNS
DECIDUOUS TREES
GATE VALVE
HVAC UNIT
PIPE STUB
SANITARY CLEAN OUT
R/W-RIGHT OF WAY
CMP-CORRUGATED METAL PIPE
CONC-CONCRETE
A/C-CENTRAL HVAC UNIT
SEC-GOVERNMENTAL SECTION
PARCEL BOUNDARY
ADJOINING PROPERTY
SECTION LINE
SET BACK LINES
EASEMENTS
SPOT ELEVATIONS
INDEX CONTOURS
CONTOURS
TEMPORARY CONTROL POINT
MONUMENTS
IRON PINS & PIPES AS NOTED
RCP-REINFORCED CONCRETE PIPE
CPS-LAWLER 1/2" CAPPED REBAR SET
CTP-CRIMP TOP IRON PIPE FOUND
RED-DEED RECORD DIMENSION
MEAS-ACTUAL FIELD MEASUREMENT
CRF-CAPPED REBAR FOUND
IRF-IRON ROD &/OR BAR FOUND
XF-SCRIBED X FOUND IN CONCRETE
CMF-CONCRETE MONUMENT FOUND
VIRGINIA STREET VACATION PARCEL:
GENERAL NOTES:
N
SCALE IN FEET
REVISIONS
ALABAMA STATE PORT AUTHORITY
APM TERMINAL PHASE 4
VIRGINIA STREET R/W VACATION
REF: ASPA-KELLY SIMMS
DATE: 10 MARCH, 2022
SCALE: 1"=60'
SHEET 01 OF 01
PROJECT No: 22-042
DWG No: 22-042-1
CERTIFICATION:
LAWLER AND COMPANY
LAND AND INDUSTRIAL SURVEYORS
2879 CLAUDIA LANE
THEODORE, ALABAMA 36590
(251) 661-5411 FAX (251) 661-9177

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

LAWRENCE BATTISTE, PUBLIC SAFETY

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST THE FAMILY INTERVENTION TEAM AND VICTIMS ADVOCATE UNIT WITH THE COSTS OF A FISHING TRIP FOR 15 YOUTH

Amount of Contract:

$3,140.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - TRANSFER FUNDS - MOBILE POLICE DEPT.	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/21/2022 - 12:30 PM

60-

2022

RESOLUTION

Sponsored by: *William Carroll, Councilmember District 2*

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $3,140.00 be reallocated from the General Fund Account 10041020-42080 from District 2 Discretionary project #DSC-02.

Funds will be reallocated to the Mobile Police Department Account 10041530-44020 and will be used to assist the Family Intervention Team and Victims Advocate Unit with the costs of a fishing trip for 15 youth that are involved with the organization. The event will be held on July 23, 2022.

Adopted:

_____

City Clerk

July 12, 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 to the following employee:

- **JUNE 2022 – Anthony Moseley (Employee #19841) Administrative Services**

  Animal Services - Office Assistant I

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THE COSTS OF A CHRISTMAS PARADE FOR RESIDENTS OF THE FACILITY

Amount of Contract:
$400.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/21/2022 - 12:36 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$400.00** to Congress Street Partners LP DBA Kensington Health & Rehabilitation Center, from his discretionary funds*; and

WHEREAS, *Congress Street Partners LP DBA Kensington Health & Rehabilitation Center,* is an Alabama for-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 *Congress Street Partners LP DBA Kensington Health & Rehabilitation Center, will be used for the costs of a Christmas parade for residents of the facility*, 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 **$400.00** to Congress Street Partners LP DBA Kensington Health & Rehabilitation Center, 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:7/26/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMAN SCOTT JONES

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE COSTS OF THE WESTSIDE BASKETBALL TEAM PARTICIPATING IN SEVERAL CAL RIPKIN SOUTHWEST ALL-START TOURNAMENT IN SUMMER 2022

Amount of Contract:

$2,500.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - WESTSIDE ATHLETIC ASSOCIATION OF MOBILE, ALABAMA INC.	Cover Memo	7/19/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/19/2022 - 2:53 PM

60-

2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate* ***$2,500.00*** *to Westside Athletic Association of Mobile, Alabama Inc., from his discretionary funds*; and

WHEREAS, *Westside Athletic Association of Mobile, Alabama 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 *Westside Athletic Association of Mobile, Alabama Inc., will be used for the costs of the Westside Basketball team participating in several Cal Ripkin Southwest All-Start tournaments in Summer 2022*, 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 Westside Athletic Association of Mobile, Alabama 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:7/26/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THE PRODUCTION OF THE BOYINGTON OAK FESTIVAL THAT WAS HELD ON MAY 14 & 15, 2022

Amount of Contract:
$1,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	7/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	7/19/2022 - 3:30 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate* ***$1,000.00*** *to Historic Mobile Preservation Society, from his discretionary funds*; and

WHEREAS, *Historic Mobile Preservation Society* 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 *Historic Mobile Preservation Society, will be used for the production of the Boyington Oak Festival that was held on May 14 & 15, 2022,* which served 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 Historic Mobile Preservation Society, 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:7/26/2022

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	7/25/2022 - 4:17 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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 SCHEDULED AUTOS X HIRED AUTOS ONLY 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:7/26/2022

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	TEC 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

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 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	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.					

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

Page 3 of 3

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:7/26/2022

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	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 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

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:7/26/2022

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	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
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 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	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

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
	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	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

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

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	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

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
	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

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:7/26/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.47010. Review: Buyer: 910518227 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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	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
205 GOVERNMENT STREET
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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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 14

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644

Delivery Reference
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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	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.47010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released Page 15

Vendor

Ship To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
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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
	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

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: sd Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
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

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	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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By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	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
	Page 4 of 7					
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	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:7/26/2022

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 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910518227 Status: Released Page 4

Vendor	Ship To
GULF COAST FITNESS SERVICE LLC 8806 JEFF HAMILTON RD MOBILE, AL 36695 Tel#251-654-6107	POLICE ACADEMY 1251 VIRGINIA STREET MOBILE, AL 36604 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 Page 1 of 7					
			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 Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 2 of 7 · 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			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
	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
	Page 4 of 7					
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

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:7/26/2022

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	Acct No:
	1000.30.15.1510.1526.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	richardsonv@cityofmobile.org
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	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	14.00	1275.56000	17857.84
	W10P Supplier Part No: 7102079	EACH		
	Manufacturer Part No:			
	3000126310132 Manufacturer Name:			
	Dell CTO Client Systems Supplier			
	Quote No: 37171:MWDM307 NIGP:			
	UNSPSC: 43211507			
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	Acct No:
	1000.30.15.1510.1526.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC	FIRE CENTRAL SUPPLY
230 N MILWAUKEE AVE	2851 OLD SHELL ROAD
	MOBILE, AL 36607
VERNON HILLS, IL 60061	richardsonv@cityofmobile.org
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	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:7/26/2022

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

CINTAS READY FOR THE WORKDAY

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



CINTAS

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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Company name** | Agency Type **

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By providing email address(es) and/or any other personal information, as defined under applicable law, you represent that you have the authority to provide such information and acknowledge that you are agreeing to OMNIA Partners' use of your information as provided in the Terms of Use and Privacy Notice.

☐ 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 Jackson
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

National Director - Government
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
Budget and Procurement Director
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

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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

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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		

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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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CINTAS

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

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are not at the time available on the state purchasing program or are not available at a price equal to or less than that on the state purchase program. *Id.* Further, any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such vendor exist. *Id.*

Should the Department receive notice that Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	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 36601	Review:
vendorinvoices@cityofmobile.org	Buyer:
	Status: Approved Page 4

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
	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:7/26/2022

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 20

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

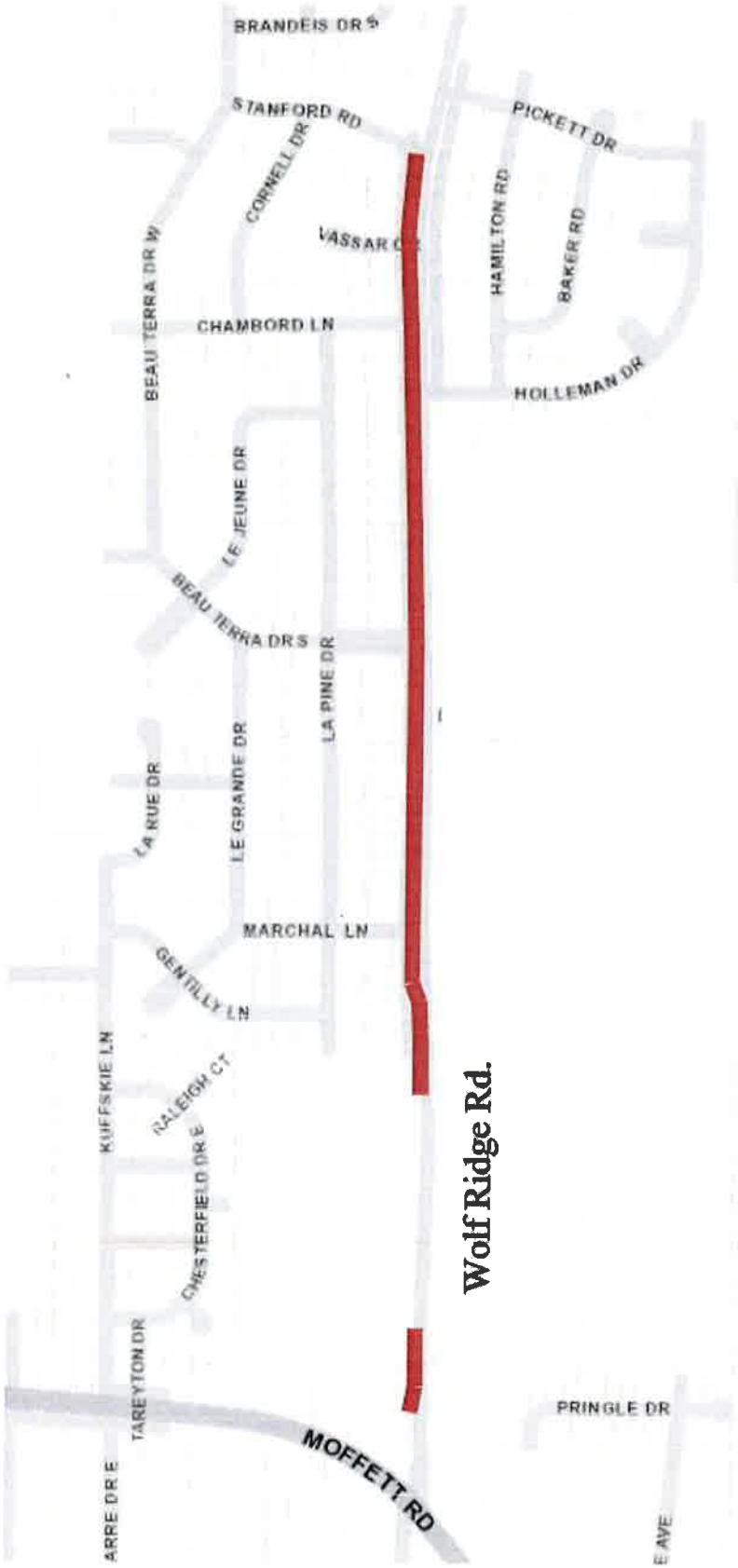


EXHIBIT B: PROJECT ESTIMATE

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

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 (cc	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:7/26/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

Replace Roofing for Douglas A. Melton Fire Station #8

Amount of Contract:

$78,060.00

Funding Source

Project # Fire Station #8/17 (Melton) - Re-Roof FD-067-22	**Discretionary Funds**
Project String C0694 LIB ADM, ANNX, GRG, FS 17, MMOA ROOF (20002000-48010)	**Contract Number:**3909
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FD-067-22 Fire Station #8/17 (Melton) - Re-Roof	Cover Memo	7/20/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	7/20/2022 - 9:49 AM
Capital	Rhodes, Brenda	Approved	7/20/2022 - 10:30 AM
Legal	Kern, Chris	Approved	7/20/2022 - 4:43 PM
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 2:46 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and 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:	TEAGUE CONSTRUCTION SYSTEMS, INC.
Project Name:	FIRE STATION #8/17 (MELTON) – RE-ROOFING
Project Number:	FD-067-22
Amount:	$78,060.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0694 – LIB ADM, ANNX, GRG, FS 17, MMOA ROOF

CAPITAL PROJECT #: C0694 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: FD-067-22

CONTRACT AMOUNT: $78,060.00

PROJECT DESCRIPTION: TO REPLACE AND/OR RECOVER SEVERAL SEPARATE AREAS OF ROOF ON FIRE STATION #8/17 (MELTON - 57 S. LAFAYETTE STREET).

VENDOR NAME: TEAGUE CONSTRUCTION SYSTEMS, INC.

VENDOR NUMBER: 297936

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X 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: Katie Cassil – Secretary III **Date:** 7/20/2022

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Teague Construction Systems, Inc.
4363 Midmost Drive
Mobile, Alabama 36609

City of Mobile Business License Number: 88948
Secretary of State Registration Number: 000-260-692

for the following Project:
(Name, location and detailed description)

Fire Station # 8/17 (Melton) – Re-Roofing
57 South Lafayette Street
Mobile, Alabama 36604

FD-067-22
Replace and/or recover several separate areas of roof on a two-story fire station.

The Architect:
(Name, legal status, address and other information)

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

The Owner and Contractor 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.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after 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. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than forty (40) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seventy-Eight Thousand Sixty and 00/100 Dollars ($ 78,060.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$72,060.00
Contingency Allowance:	$ 6,000.00
Total Contract Sum:	$78,060.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Contingency Allowance: Six Thousand and 00/100 Dollars ($6,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1. Remove and replace one (1) 4' x 8' sheet of 5/8" thick APA-rated plywood roof deck.	Per SHT	$130.00
2. Remove and replace one (1) board foot of treated wood blocking.	Per BF	$9.25
3. Remove and replace one(1) board of wood fascia, primed and painted.	Per BF	$21.05

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

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(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)
§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

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Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Teague Construction Systems, Inc. has completed the contract for Fire Station # 8/17 (Melton) (FD-067-22), 59 South Lafayette Street, Mobile, Alabama 36604. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof..

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(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Director, Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Gaillard Teague
4363 Midmost Drive, Mobile, AL 36609
gaillard@teaguecsi.com
(251) 689-1089

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage;
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

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.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 United States Longshoreman's Harbor Worker's Act.

.4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.

.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

J. Marine General Liability shall include Premises and Operations, Personal and Advertising Injury, Products and Completed Operations, Protection and Indemnity including vessel and crew (if applicable).

K. Deletion of watercraft exclusion with respect to non-owned vessels and contractual Liability for watercraft exposure not covered by Protection and Indemnity policy.

L. The Marine General Liability policy must include an endorsement to cover "Sudden And Accidental Pollution."

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.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: $5,000,000 combined single limit each occurrence for bodily injury and/or property damage

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

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.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

.13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of Insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

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4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising 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. 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 Other Provisions:
Contractor shall provide a minimum two (2) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 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 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
A-1	Roof Plan	06/17/2022
A-2	Roof Details	06/17/2022
A-3	Roof Details	06/17/2022

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	

Init.
/
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Section 01010	Summary of the Work	06/17/2022
Section 01210	Allowances	06/17/2022
Section 01220	Unit Prices	06/17/2022
Section 01230	Alternative Bid Items	06/17/2022
Section 01330	Submittal Procedures	06/17/2022
Section 01635	Substitution Procedures	06/17/2022
Section 01700	Execution Requirements	06/17/2022
Section 01710	Closeout Procedures	06/17/2022
Section 01731	Cutting and Patching	06/17/2022
Section 017839	Project Record Documents	06/17/2022
DIVISION 6	WOOD AND PLASTIC	
Section 06100	Rough Carpentry	06/06/2022
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
Section 07310	Composition Asphalt Shingle Roofing	06/17/2022
Section 07620	Flashing and Sheet Metal	06/17/2022
DIVISION 9	FINISHES	
Section 09600	Paintings and Coatings	06/17/2022

.5 Addenda, if any:

Number	Date
Addendum No.1	06/22/22
Addendum No. 2	06/28/22

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:

(Paragraphs deleted)
§ 9.2
(Paragraph deleted)
Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS
Section 00100 Invitation to Bid

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Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
	E-Verify Documentation (Sample
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

§ 9.2.2 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Stormwater Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All Waste water with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 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.

§ 9.2.4 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.

§ 9.2.5 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.

§ 9.2.6 Severability Clause:
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

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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.

§ 9.2.7 Non-Agency Clause:
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 Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

City of Mobile

Legal Name of Party to Contract:
Contractor: Teague Construction Systems, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Gallard Teague
(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 Gallard Teague as Owner of Teague Construction 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 said corporation on the day the same bears date.
Sworn to and subscribed for me this 12 day of July, 2022.

NOTARY PUBLIC
My Commission Expires: March 11, 2025

WENDY MICHELLE TURNER NOTARY PUBLIC Comm. Expires March 11, 2025 ALABAMA STATE AT LARGE

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LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Teague Construction Systems, Inc., as Principal, and The Cincinnati Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Seventy -Eight Thousand Sixty dollars and xx/100 ($ 78,060 .00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete City of Mobile, Fire Station # 8/17 (Melton) – Re-Roofing (FD-067-22), 57 South Lafayette Street, Mobile, Alabama 36604, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint AnnaBelle Rushing **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022

CONTRACTOR AS PRINCIPAL
Company: Teague Constructions Systems, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Gaillard Teague, President

SURETY
Company: The Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)

Name and Title: AnnaBelle Rushing, Attorney-in-fact

Resident Agent: _____
(Signature)

Name and Title: Anna B. Rushing
Company Name: Thames Batre Insurance Co.
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251/473-9000 251/473-9010

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing; Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

> "RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Stephen A. [illegible]

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of

Scott R Bolen

Assistant Secretary

BN-1005 (5/12)

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Teague Construction Systems, Inc., _____, _____, hereinafter called the Principal, and The Cincinnati Insurance Co., _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Seventy-Eight Thousand Sixty dollars and 00/100's------- and xx/100 Dollars ($ 78,060.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2022 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete City of Mobile, Fire Station # 8/17 (Melton) – Re-Roofing (FD-067-22), 57 South Lafayette Street, Mobile, Alabama 36604, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2022.

CONTRACTOR AS PRINCIPAL
Company: Teague Construction Systems, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Gaillard Teague, President

SURETY
Company: The Cincinnati Insurance Company
(Corporate Seal)

By: _____
(Signature)
Name and Title: AnnaBelle Rushing, Attorney-in-fact

Resident Agent: _____
(Signature)
Name and Title: Anna B. Rushing
Company Name: Thames Batre Insurance Co.
Address: 2065 Old Shell Rd
Mobile, AL 36607
Phone and Fax: 251/473-9000 251/473-9010

Owner's Representative: Cassie Boatwright, Director
AE Department
PO Box 1827
Mobile, AL 36633
251-208-7454

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Harry W. Mattei; M. Harland Ison, Jr.; Lewis Beville; Allen H. Ladd; AnnaBelle Rushing; Taylor Beville; Peyton L. Mattei and/or Sandra Phillips

of Mobile, Alabama its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Fifteen Million and No/100 Dollars ($15,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

> "RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

> "RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.

THE CINCINNATI INSURANCE COMPANY

Stephen A. Dutt

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this day of

Scott R Bolen

Assistant Secretary

BN-1005 (5/12)

Alabama Secretary of State

Teague Construction Systems, Inc.	
Entity ID Number	000 - 260 - 692
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	04/20/2009
Registered Agent Name	TEAGUE, GAILLARD
Registered Office Street Address	13 WIMBLEDON DR EAST MOBILE, AL 36608
Registered Office Mailing Address	Not Provided
Nature of Business	COMMERCIAL/RESIDENTIAL PROPERTY CONSTRUCTION/REMODELING
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	TEAGUE, GAILLARD
Incorporator Street Address	Not Provided
Incorporator 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	2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	04/20/2009 Certificate of Formation 7 pgs.

Browse Results | New Search

E-Verify

Company ID Number:469012 Client Company ID Number:1385684

Employer TEAGUE CONSTRUCTION SYSTEMS	
Name (Please Type or Print) GAILLARD TEAGUE	Title
Signature Electronically Signed	Date February 28, 2019
E-Verify Employer Agent EMPLOYERS ADMINISTRATIVE SERVICES INC	
Name (Please Type or Print) JANE BRIGHAM	Title
Signature Electronically Signed	Date February 28, 2019
Department of Homeland Security - Verification Division	
Name USCIS Verification Division	Title
Signature Electronically Signed	Date February 28, 2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/14/2022

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 *CCMSI* *c/o WorkersFirst CompFund* *2 East Main Street Ste 208* *Danville, IL 61832*	CONTACT NAME: *Linda Hudgins* PHONE (A/C, No, Ext): *(888)-578-5555 8417* FAX (A/C, No): *217-477-6772* E-MAIL ADDRESS: *workersfirst@ccmsi.com*	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : *WorkersFirst CompFund*	
INSURED *TEAGUE CONSTRUCTION SYSTEMS, INC.* *4363 MIDMOST DRIVE* *MOBILE, AL 36609*	INSURER B : *Midwest Employers Casualty Company*	*23612*
	INSURER C : *Alabama Reinsurance Trust Fund*	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ 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)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	*EWC005404(WC)*	*1/1/2022*	*1/1/2023*	X PER STATUTE ☐ OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) [Y]	N / A		*PNAL127200(EL)*			E.L. EACH ACCIDENT	$ *1,000,000*
C	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ *1,000,000*
							E.L. DISEASE - POLICY LIMIT	$ *1,000,000*

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

Project # (FD-067-22) Job Site: Fire Station #8/17 (Melton) Project Address: 57 South Lafayette Street, Mobile, Alabama 36604. Waiver of Subrogation in favor of certificate holder applies. A 30 day written notice of cancellation applies.
REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS.
COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): Samuel G Teague President;

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
Linda Hudgins

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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
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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 Effective ***7/14/2022 - 1/1/2023*** Policy No. ***PNAL127200(EL)*** Endorsement No.
Premium ***0***

Insured
TEAGUE CONSTRUCTION SYSTEMS, INC.

Insurance Company
WorkersFirst Comp Fund

Countersigned by Linda Hudgins

WC 00 03 13
(Ed. 4-84)

© 1983 National Council on Compensation Insurance.

TEAGCON-01 SJOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/14/2022

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 Thames Batre' Insurance PO Box 6989 Mobile, AL 36660	CONTACT NAME: PHONE (A/C, No, Ext): (251) 473-9000 FAX (A/C, No): (251) 473-9010 E-MAIL ADDRESS:
INSURED Teague Construction Systems, Inc. 4363 Midmost Drive Mobile, AL 36609	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Cincinnati Specialty — 01384 INSURER B : Cincinnati Insurance Company — 10677 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	CSU0164442	3/4/2022	3/4/2023	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	EBA 0606933	3/4/2022	3/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0	X	X	CSU0164459	3/4/2022	3/4/2023	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 If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	2nd Layer Excess	X	X	CSU191959	7/8/2022	7/8/2023	Occurrence/Aggregate	4,000,000

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

Project: Fire Station #8/17 (Melton) - Re-Roofing; Project Number (FD-067-22)
57 South Lafayette Street
Mobile, AL 36604

Additional Insured, Primary and Noncontributory, waiver of subrogation provisions apply in regards to the City of Mobile and all other related parties with respect to General Liability, Automobile & Excess Liability subject to attached forms CSGA4087 12/12, CSGA437 12/13, AA288 01/16 if required by written contract.
30 Day Notice of Cancellation applies per CSGA 4094 06/16

CERTIFICATE HOLDER

City of Mobile
PO 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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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 07/14/2022

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

AGENCY	PHONE (A/C, No, Ext): +1 251 473 9000
THAMES BATRE' INSURANCE PO BOX 6989 MOBILE, AL 36660-0989	
FAX (A/C, No): +1 251 473 9010	E-MAIL ADDRESS: shannon@thamesbatre.com
CODE: 02070894	SUB CODE:
AGENCY CUSTOMER ID #:	

COMPANY

American Zurich Insurance Company

INSURED

Teague Construction Systems, Inc.
4363 Midmost Drive
MObile, AL 36609

LOAN NUMBER	POLICY NUMBER
	BR74031167

EFFECTIVE DATE	EXPIRATION DATE	CONTINUED UNTIL TERMINATED IF CHECKED
07/19/2022	01/19/2023	☐

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION

57 South Lafayette Street
Mobile, AL 36604

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		$2,500
Renovations and Improvements	$78,060	
All Covered Property at all Locations	$78,060	

REMARKS (Including Special Conditions)

Wind Deductible 5%

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.

ADDITIONAL INTEREST

NAME AND ADDRESS

City of Mobile
PO Box 1827
MObile, AL 36633

☐ MORTGAGEE ☒ ADDITIONAL INSURED
☐ LOSS PAYEE ☐

LOAN #

AUTHORIZED REPRESENTATIVE

ACORD 27 (2009/12)

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Disclosure Statement



ZURICH

It is our pleasure to present the enclosed policy to you
for presentation to your customer.

INSTRUCTION TO AGENT OR BROKER:

WE REQUIRE THAT YOU TRANSMIT THE ATTACHED/ENCLOSED DISCLOSURE STATEMENT TO THE CUSTOMER WITH THE POLICY.

Once again, thank you for your interest, and we look forward to meeting your needs and those of your customers.

Disclosure Statement

ZURICH

NOTICE OF DISCLOSURE FOR AGENT & BROKER COMPENSATION

If you want to learn more about the compensation Zurich pays agents and brokers visit:

http://www.zurichnaproducercompensation.com

or call the following toll-free number: (866) 903-1192.

This Notice is provided on behalf of Zurich American Insurance Company

and its underwriting subsidiaries.

US Assure

PAYMENT INSTRUCTIONS

FOR THE ZURICH BUILDERS RISK INSURED

Thank you for trusting the Builders Risk Plan insured by Zurich for your construction project.

The following policy is not your invoice. A separate premium invoice for your Zurich Builders Risk policy will be mailed directly to you within 48 hours after being issued by your agent. The premium invoice will be addressed from US Assure, the exclusive program administrator and services provider for the Builders Risk Plan insured by Zurich.

To help ensure no lapse in coverage occurs, payment for your policy should be remitted to US Assure at the following address by the due date shown on the invoice:

US Assure
P.O. Box 935597
Atlanta, GA 31193-5597

For billing-related support, contact our dedicated team at (855) 872 - 7787 Monday through Friday, 7:30 a.m. to 7:30 p.m. Eastern time.

Your insurance agent or broker continues to be your primary contact for policy servicing and general inquiries.

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150

THIS IS A COINSURANCE CONTRACT

Please read your policy.

☒ **New Policy** **BR74031167**
☐ **Renewal of**
☐ **Rewrite of**

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. **Named Insured and Mailing Address:**
   Teague Construction Systems, Inc.
   4363 Midmost Drive
   MObile, AL 36609

2. **Producer Information:**
   A Name: THAMES BATRE' INSURANCE
   PO BOX 6989
   MOBILE, AL 36660-0989
   B Telephone # +1 251 473 9008
   C Fax #
   D Zurich Producer # 02070894
   E Field Office Name
   F Field Office Code

3. **Policy Period – From:** 07/19/2022 **To:** 01/19/2023
   12:01 a.m. at your mailing address above.

4. **Form of Business:** ☐ **Individual** ☐ **Partnership** ☒ **Corporation** ☐ **Joint Venture** ☐ **Other**
5. **Limits of Insurance (*either* One-Shot *or* Reporting Form *as indicated below*)**

☒ **SUPPLEMENTAL DECLARATIONS**
(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A)	Any one building or structure	$
B)	All covered property at all locations	$
C)	Rate	Per Report
D)	Premium	Per Report
E)	Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F)	**Total Fully Earned Policy Premium**	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location
59 South Lafayette Street
Mobile, AL 36604

New Construction			
A)	Any one building or structure	$	78,060
B)	All covered property at all locations (same as A unless otherwise noted)	$	78,060
Remodeling			
D)	Renovations and improvements	$	See new construction
E)	Existing buildings or structures	$	
F)	Rate	$	0.18
G)	Premium	$	400.00
H)	Total Taxes and Surcharges (per attached endorsement)	$	0.00
I)	**Total Fully Earned Policy Premium** (minimum premium applicable)	$	400.00

6. **Deductible:** ☐$500 ☐$1,000 ☒$2,500 ☐$5,000 ☐Other

7. **Forms Applicable To This Coverage Part:**
SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: _____ By: _____
Date Authorized Representative

FM-170001 (04-10)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change Number

POLICY NUMBER	POLICY CHANGES EFFECTIVE	COMPANY
BR74031167	From 07/19/2022To 01/19/2023	American Zurich Insurance Company

NAMED INSURED	AUTHORIZED REPRESENTATIVE
Teague Construction Systems, Inc. 4363 Midmost Drive MObile, AL 36609	THAMES BATRE' INSURANCE PO BOX 6989 MOBILE, AL 36660-0989

COVERAGE PARTS AFFECTED

Builders Risk Coverage

CHANGES

Additional Insured:

City of Mobile
PO Box 1827
MObile, AL 36633

Authorized Representative Signature

IL 12 01 11 85

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Copyright, ISO Commercial Risk Services, Inc., 1983

BUILDERS RISK COVERAGE SUPPLEMENTAL DECLARATIONS

Policy Number: BR74031167
Policy Type: ☐ Reporting Form (continuous policy) OR ☒ One Shot (non-reporting form/single structure policy)

ADDITIONAL COVERAGES (COVERAGE FORM)	LIMIT OF INSURANCE
a. Collapse	Included
b. Scaffolding, Construction Forms And Temporary Structures	$ 50,000
Re-erection Of Scaffolding	$ 25,000
c. Debris Removal	$ 50,000
d. Back-Up Or Overflow Of Sewers, Drains Or Sumps	$ 25,000
e. Fire Department Service Charge	$ 25,000
f. Valuable Papers And Records	$ 50,000
g. Pollutant Clean-Up And Removal	$ 25,000
h. Ordinance Or Law – Direct Damage	
Loss To The Undamaged Portion Of The Building	Included
Demolition Cost	$ 78,060
Increased Cost Of Construction	$ 78,060
Combined Aggregate For Demolition Cost And Increased Cost Of Construction	$ 78,060
i. Preservation Of Property	Included
j. Rewards	$ 25,000
k. Property At A Temporary Storage Location	$ 25,000
l. Property In Transit	$ 25,000
m. Claim Preparation Expense	$ 10,000
n. Contract Penalties	$ 25,000

OPTIONAL ADDITIONAL COVERAGES (ENDORSEMENTS)

☐ **Business Income (HBIS-95)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Civil Authority	
☐ **Business Income And Extra Expense (HBIS-82)**	$
Anticipated Project Completion Date	
Monthly Limit Of Indemnity	(fraction)
Deductible Period	days
Business Income	
Extra Expense	
Civil Authority	
☐ **Development Or Subdivision Fences, Walls And Signs (HBIS-58)**	$
☐ **Expediting Expense (HBIS-93)**	$
☐ **Extra Expense (HBIS-92)**	$
☐ **Marine Model Home Contents Coverage (☐ HBIS-52 – OR -- ☐ HBIS-77)**	$
☐ **Soft Costs Coverage (HBIS-88)**	$
Anticipated Project Completion Date	
Deductible Period	days
Expense To Mitigate Loss	
Civil Authority	
☐ **Builders Risk Green Building (HBIS-96)**	
Limit Of Liability	$
"LEED® Building Rating"	

Policy Number BR74031167

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured: Teague Construction Systems, Inc.

Effective Date: 07/19/2022
12:01 A.M., Standard Time

Agent Name: THAMES BATRE' INSURANCE

Agent No.: 02070894

FM170001(04/10), IL1201(11/85), HBIS-91(01/20), U-GU-619-A CW(10/02), U-GU-319-F(01/09), 40471(01/20), HBIS-1(04/09), HBIS-43(01/20), HBIS-67(01/20), HBIS-83(06/17), HBIS-84(04/09), U-GU-630-E CW(01/20), U-GU-767-B CW(01/15), IL0003(09/08), CM0001(09/04), CM 0144(05/08), IL0190(04/15), IL0017(11/98), 1001NR(01/20), U-GU-1191-A CW(03/15)

Important Notice – In Witness Clause

ZURICH

In return for the payment of premium, and subject to the terms of this policy, coverage is provided as stated in this policy.

IN WITNESS WHEREOF, this Company has executed and attested these presents and, where required by law, has caused this policy to be countersigned by its duly Authorized Representative(s).

[ ] [ ]

President *Corporate Secretary*

QUESTIONS ABOUT YOUR INSURANCE? Your agent or broker is best equipped to provide information about your insurance. Should you require additional information or assistance in resolving a complaint, call or write to the following (please have your policy or claim number ready):

Zurich in North America
Customer Inquiry Center
1299 Zurich Way
Schaumburg, Illinois 60196-1056
1-800-382-2150 (Business Hours: 8am - 4pm [CT])
Email: info.source@zurichna.com

Builders Risk Coverage Form

ZURICH

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases that appear in quotation marks have special meaning. Refer to Section **F. DEFINITIONS**.

Coverage provided by Coverage Form is also subject to all Conditions in the Common Policy Conditions and Commercial Inland Marine Conditions forms.

A. COVERAGE

We will pay for direct physical loss or damage to Covered Property from a Covered Cause of Loss described in this Coverage Form.

1. **Covered Property**, as used in the Coverage Form, means:

   Property which has been installed or is to be installed in any "commercial structure" or any one to four family dwelling, private garage or other structure that will be used to service the "commercial structure" or one to four family dwelling at the location which you have reported to us. This includes:

   a. Your property;

   b. Property of others for which you are legally responsible;

   c. Paving, curbing, fences and outdoor fixtures;

   d. Trees, shrubs, plants, grass, lawns and landscaping materials installed by you or on your behalf;

   e. Completed single family dwelling which is being used as a model home when reported to us as such on monthly reports with an amount shown; and

   f. Foundations of buildings and foundations of structures in the course of construction.

2. **Property Not Covered**

   Covered Property does not include:

   a. Existing buildings or structures to which an addition, alteration, improvement, or repair is being made, unless specifically endorsed;

   b. Plans, blueprints, designs or specifications, except as provided in paragraph **A.4. Additional Coverage** of this Coverage Form;

   c. Land and water;

   d. "Existing inventory", unless specifically endorsed;

   e. Contractors' tools, equipment, machinery and property of a similar nature not designated to be a permanent part of the location which you have reported to us; and

   f. Outdoor trees, shrubs, plants, grass, lawns and landscaping materials that existed prior to the policy's effective date at a location which you have reported to us.

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3. Covered Cause Of Loss

Covered Cause of Loss means risk of direct physical loss or damage to Covered Property except those causes of loss listed in Section **B. EXCLUSIONS**.

4. Additional Coverages

a. Collapse

We will pay for direct physical loss or damage to Covered Property, caused by "collapse" of all or part of a building or structure insured under this Coverage Form, if the "collapse" is caused by one or more of the following:

(1) Fire; lightning; windstorm; hail; explosion; smoke; aircraft; vehicles; riots; civil commotion; vandalism; breakage of glass; falling objects; weight of snow, ice or sleet;

(2) "Water damage", but only if the causes of loss are otherwise covered in this Coverage Form;

(3) Hidden decay;

(4) Hidden insect or vermin damage;

(5) Weight of people or personal property;

(6) Weight of rain that collects on a roof; or

(7) Use of defective materials or methods in construction, remodeling or renovation if the "collapse" occurs during the course of the construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in the Coverage Form.

b. Scaffolding, Construction Forms And Temporary Structures

(1) We will pay for direct physical loss or damage caused by or resulting from a Covered Cause of Loss to scaffolding, construction forms and temporary structures, including fully enclosed office and tool trailers, but only while they are at a construction site you have reported to us. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Scaffolding, Construction Forms And Temporary Structures.

(2) We will also pay for the cost of re-erection of the scaffold if the loss or damage of the scaffolding is caused by or results from a Covered Cause of Loss. The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Re-erection Of Scaffolding.

No deductible applies to this Additional Coverage.

c. Debris Removal

We will pay your expenses to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss under this Coverage Form. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage. If the sum of the loss or damage and debris removal expenses exceeds the Limit of Insurance applicable to the property, we will pay an additional amount of debris removal expenses you incur in excess of the Limit of Insurance applicable to the property up to, but not exceeding the Limit of Insurance shown in the Supplemental Declarations for Debris Removal.

This Additional Coverage does not apply to costs to:

(1) Extract "pollutants" from land or water; or

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(2) Remove, restore or replace polluted land or water.

No deductible applies to this Additional Coverage.

d. Back-Up Or Overflow Of Sewers, Drains Or Sumps

We will pay for loss or damage to Covered Property caused by water that backs up or overflows from a sewer, drain or sump from within the reported location.

The most we will pay for all loss or damage caused by or resulting by back-up or overflow of sewers, drains or sumps is the Limit of Insurance, for any one occurrence, shown in the Supplemental Declarations for Back-Up Or Overflow Of Sewers, Drains Or Sumps.

No deductible applies to this Additional Coverage.

e. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay for your liability for the fire department service charges which are:

(1) Assumed by contract or agreement prior to loss or damage; or

(2) Required by local ordinance or law.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Fire Department Service Charge.

No deductible applies to this Additional Coverage.

f. Valuable Papers And Records

We will pay for direct physical loss or damage to "valuable papers and records" caused by or resulting from a Covered Cause of Loss.

When there is a duplicate, we will pay for the blank materials for reproducing the records and labor to transcribe or copy the records. When there is no duplicate, we will pay the costs to research, replace, restore or reproduce the lost information on lost or damaged "valuable papers and records".

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Valuable Papers And Records.

No deductible applies to this Additional Coverage.

g. Pollutant Clean-Up And Removal

We will pay your expense to extract "pollutants" from land or water at locations reported to us if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from land or water.

The most we will pay for this Additional Coverage is the Limit of Insurance shown on the Supplemental Declarations for Pollutant Clean-Up And Removal during each separate 12 month period from the effective date of the policy.

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No deductible applies to this Additional Coverage.

h. Ordinance Or Law – Direct Damage

(1) Coverage For Loss To Undamaged Portion Of The Building Or Structure

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for loss or damage to the undamaged portion of the property as a consequence of enforcement of any ordinance or law that:

(i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;

(ii) Regulates the construction or repair of property, or establishes zoning or land use requirements at the construction site; and

(iii) Is in force at the time of loss or damage.

(b) Coverage for loss or damage to the undamaged portion of the structure is included within the applicable Limit of Insurance for that location. This is not additional insurance.

(2) Demolition Cost Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay the cost to demolish and clear the construction site of undamaged parts of the property, as a consequence of enforcement of building, zoning or land use ordinance or law.

(b) The most we will pay for Demolition Cost Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Demolition Cost, whichever is less.

(3) Increased Cost Of Construction Coverage

(a) If a Covered Cause of Loss occurs to Covered Property at the construction site reported to us, we will pay for the increased cost necessary to repair, rebuild or reconstruct the damaged portions of that Covered Property when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law. If the Covered Property is repaired or rebuilt, it must be intended for the same occupancy as the property prior to the loss or damage, unless otherwise required by zoning land use ordinance or law.

(b) If the ordinance or law requires relocation to another site, we will pay the increased cost of construction at the new site as set forth below in paragraph **(c)** below.

(c) The most we will pay for Increased Cost of Construction Coverage is the amount of loss or damage or the Limit of Insurance shown in the Supplemental Declarations for Increased Cost Of Construction, whichever is less.

(d) We will not pay under this coverage for costs associated with the enforcement of any ordinance or law that was in effect prior to the start of the construction at the location you have reported to us.

(4) The most we will pay in total for Demolition Cost Coverage and Increased Cost of Construction Coverage for loss or damage from any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Combined Aggregate For Demolition Cost And Increased Cost Of Construction.

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(5) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of "pollutants".

(6) We will not pay under this Additional Coverage for costs associated with the enforcement of any ordinance or law for existing buildings or structures.

i. Preservation Of Property

If it is necessary to move Covered Property from the location reported to us or described on the Declarations, to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

(1) While it is being moved or while temporarily stored at another location; and

(2) Only if the loss or damage occurs within 30 days after the property is first moved.

This Additional Coverage is part of, and not in addition to, the Limit of Insurance applicable to the Covered Property.

j. Rewards

At our option, we may reimburse you for rewards you pay, other than to you, your partners or officers, for information which leads to the conviction of any one or more persons responsible for loss or damage covered under this Coverage Form. Payment and the amount of any reimbursement will be at our sole discretion.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Rewards.

k. Property At A Temporary Storage Location

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while temporarily in storage at a location other than a location which you have reported to us.

We will not pay under this Additional Coverage for property in storage if the property has not been specifically allocated to or otherwise identified with a covered building or structure.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property At A Temporary Storage Location.

l. Property In Transit

We will pay for direct physical loss or damage caused by a Covered Cause of Loss to Covered Property while in transit.

The most we will pay for this Additional Coverage is the Limit of Insurance shown in the Supplemental Declarations for Property In Transit.

m. Claim Preparation Expense

We will reimburse your actual costs for reasonable and necessary claim preparation expenses, as requested by us for determining the amount of loss or damage, prior to finalizing a claim adjustment, as a result of a Covered Cause of Loss.

(1) Claim preparation expense means the expense incurred by you for:

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(a) Your employees to produce or certify any particulars or details contained within your books or documents, or such other proofs, information or evidence required by us;

(b) Taking inventory, conducting independent appraisals, or gathering and preparing other data to substantiate the amount of loss or damage; and

(c) Services provided by accountants, auditors, contractors, architects and engineers or other professionals solely for the purpose of determining the amount of loss or damage.

(2) Claim preparation expense does not mean the expense incurred for:

(a) Negotiating or presenting any claim that we have disputed or denied;

(b) Attorneys, public adjusters, loss appraisers or loss consultants; or

(c) Examinations under oath, even if requested by us.

This Additional Coverage does not apply until a claim for covered loss or damage to Covered Property has been submitted to and accepted by us. In the event that the amount of covered loss or damage does not exceed the applicable Deductible, no coverage will apply under this Additional Coverage.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Claim Preparation Expense.

No deductible applies to this Additional Coverage.

n. Contract Penalties

If the first Named Insured is a general contractor, we will pay contractual penalties the first Named Insured is legally liable to pay under the provisions of a written construction contract signed prior to the start of construction for late or non-completion of construction due to direct physical loss or damage to Covered Property from a Covered Cause of Loss at the location which you have reported to us.

The most we will pay for this Additional Coverage in any one occurrence is the Limit of Insurance shown in the Supplemental Declarations for Contract Penalties.

No deductible applies to this Additional Coverage.

Paragraph **2.e.** of Section **B. EXCLUSIONS** does not apply to this Additional Coverage.

B. EXCLUSIONS

1. We will not pay for loss or damage caused directly or indirectly by or resulting from any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

a. Governmental Action

Seizure or destruction of property by order of any governmental authority. But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if that fire would be covered under this Coverage Form.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

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But if nuclear reaction or radiation contamination results in fire, we will pay for the loss or damage caused by that fire.

c. War And Military Action

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Earth Movement

(1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(2) Volcanic Action

Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

(a) Airborne volcanic blast or airborne shock waves;

(b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

This exclusion does not apply to Covered Property while in transit.

e. Water

(1) Flood, surface water, waves, tides, tidal waves, tsunami, overflow of any body of water or their spray, all whether driven by wind or not;

(2) The interior of any building or structure caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:

(a) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

(b) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.

(3) Mudslide or mudflow;

(4) Water that backs up or overflows from a sewer, drain or sump, except as provided in the **Back-Up Or Overflow Of Sewers, Drains Or Sumps** Additional Coverage;

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(5) Water under the ground surface pressing on, or flowing or seeping through Covered Property;

(6) Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing unless you:

(a) Do your best to maintain heat in the building or structure; or

(b) Drain the equipment and shut off the supply if the heat is not maintained.

But if water, as described in **e.(1)** through **e.(5)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

2. We will not pay for a loss or damage caused by or resulting from any of the following:

a. Delay, loss of use, or loss of market. This does not include "profit" if reported in compliance with the **Reporting Provisions** Additional Condition.

b. Dishonest or criminal acts by you, any of your partners, employees or leased employees, directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose.

This exclusion applies:

(1) While acting alone or in collusion with others; and

(2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of physical destruction by your employees or leased employees.

This exclusion does not apply to Covered Property while it is entrusted to others who are carriers for hire.

c. Unexplained or mysterious disappearance except for property in custody of a carrier for hire.

d. Shortage of property found upon taking inventory.

e. Penalties for noncompliance with contract conditions, except as provided in the Contract Penalties Additional Coverage.

f. "Collapse", except as provided in the **Collapse** Additional Coverage.

g. **(1)** Wear and tear.

(2) Any quality in the property itself that causes it to damage or destroy itself; or that causes gradual deterioration.

(3) Insects, vermin, rodents.

(4) Corrosion, rust, fungus, mold, mildew, rot.

(5) Dampness, changes in or extremes of temperatures, all whether atmospheric or not.

(6) Settling, cracking, shrinking, or expansion of any Covered Property.

h. Rain, snow, sleet, sand or dust that damages Covered Property that is in the open awaiting installation at the location reported to us. This does not apply to Covered Property in the custody of a carrier for hire.

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i. Artificially generated electrical current; mechanical breakdown; rupturing or bursting caused by centrifugal force.

j. Testing, start-up, commissioning, examination or trial of Covered Property such as boilers, ovens, stoves, turbines, pumps, process equipment or equipment of a similar nature to prove their ability or function. This includes any form of testing making use of feedstock, including operational tests, performance tests, or other tests performed in conjunction with such testing. This exclusion does not apply to "electrical testing", "mechanical testing", "pneumatic testing" or "hydrostatic testing" used in the start-up and testing of building systems that are intended to service a building.

3. We will not pay for loss or damage caused by or resulting from any of the following. But if loss or damage by a Covered Cause of Loss results, we will pay for the resulting loss or damage caused by that Covered Cause of Loss.

a. Weather conditions which contribute in any way to a cause or event excluded in paragraph **1.** above to produce the loss or damage.

b. Acts or decisions, including the failure to act or decide, of any person, group, or organization representing a governmental, regulatory or controlling body.

c. Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction, renovation or remodeling; or

(4) Maintenance;

of all or part of any Covered Property wherever located.

d. The discharge, dispersal, seepage, migration, release or escape of "pollutants", except as provided under **Pollutant Clean-Up And Removal** Additional Coverage.

C. LIMITS OF INSURANCE

The most we will pay for loss or damage to any one building or structure is the lesser of the Limit of Insurance shown in the Declarations for that one building or structure or the "total estimated completed value" that was reported to us for that one building or structure. The most we will pay for loss or damage in any one occurrence is the Limit of Insurance shown in the Declarations for all Covered Property at all locations.

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of the covered loss or damage which exceeds the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and the Commercial Inland Marine Conditions:

1. Coverage Territory

The coverage territory is United States of America (including its territories and possessions).

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2. Where Coverage Applies

This coverage applies to Covered Property while within the coverage territory while:

a. At any construction site you have reported;

b. Temporarily at other premises, if the property has been designated to be installed at a location you have reported to us; or

c. In transit except imports or exports while ocean marine coverage applies.

3. When Coverage Begins And Ends

We will cover risk of loss or damage from the time when you are legally responsible for the Covered Property on or after the effective date of this policy if all other conditions are met. Coverage will end at the earliest of the following:

a. Once your interest in the Covered Property ceases;

b. Ninety days after initial occupancy of the Covered Property unless:

(1) That building is being used as a model home;

(2) That building is being remodeled and is a single family dwelling; or

(3) That building is being used as a "model home leaseback".

c. When the Covered Property is leased to or rented to others:

(1) For a single family dwelling, when the building is leased or rented to others;

(2) For a two, three or four family dwelling, when 50% or more of the units in the structure are leased to or rented to others; or

(3) For a "commercial structure", when 75% or more of the square footage space is leased to or rented to others.

This does not apply to pre-leases established prior to construction.

d. When you abandon the reported location with no intention to complete it;

e. At the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the **Reporting Provisions** Additional Condition. You have the option to report the same location a third time at the end of the second 12 month period, provided the required additional premium is paid. Coverage for this third 12 month term will end at the end of 12 months from the month you re-reported the location for a third term; or

For coverage on existing buildings or structures that are being or have been remodeled, at the end of 12 months from the month when you first reported the location to us unless you report the location again and pay an additional premium. If the location is reported again and the additional premium is paid, coverage will end at the end of 12 months from the month when you re-reported the location to us as described in the reporting provision below. There is no option to report a third year.

f. When permanent property insurance applies, whether procured by an insured hereunder or by the owner or purchaser; or

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g. Once the Covered Property is accepted by the owner or buyer and:

(1) The contractor has been paid in full; or

(2) The transfer of ownership has taken place.

4. Reporting Provisions

a. Each month you must report to us the "total estimated completed values" of all Covered Property for each location started during the previous month. This report must be made on the form we provide.

For the purpose of these reports, a location is started when you first put any building materials (including the foundation) on the construction site.

If your policy is endorsed to provide coverage for existing structures that you are renovating or adding onto and for which you seek coverage, a location is started on the earlier of the following:

(1) When you first put any building materials, which includes any new, altered or expanded foundation, on the site; or

(2) When you acquire title to the existing structure.

b. You must pay premiums based on the "total estimated completed value" of the Covered Property using the rate we furnish. You must send your premium payment with the report for the reported locations to be covered. We must receive your report and the accompanying premium payments at the address designated in our form by the last business day of the month in which the report is due, or the report is late.

c. If a report is received late, coverage begins on the day the report is received, and there is no coverage for any loss or damage that occurred before that report was received. Our acceptance of a report of values and premium payment does not waive or change any part of this policy or stop us from asserting any right we have under the terms of this policy.

d. The premium charged is fully earned and no refund is due you when coverage ends.

e. A dwelling being used as a model home must be reported and should be identified as a model home.

f. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the Covered Property and a record of all contracts of sale dealing with the Covered Property.

g. If at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. If at the end of the second 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a third time.

For coverage on existing buildings or structures that are being or have been remodeled, if at the end of 12 months from the time you first reported a start to us, you still have that location in your inventory, you may report that location to us a second time. There is no option to report a third time.

h. Cancellation of this policy will not affect the insurance in force on any location which you have reported to us or on any location which started before the effective date of the cancellation notice if that location is reported on the report due and premium payment is made. However, you cannot report any location currently in your inventory a second time after the effective date of cancellation.

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However, coverage may be canceled on any location if notice is given in writing in accordance with the cancellation provision in the Common Policy Conditions, or state amendatory endorsements.

5. Mortgage Holders Clause

a. The term mortgage holder includes trustees.

b. We will pay for covered loss or damage to Covered Property to each mortgage holder shown on a Certificate of Insurance issued by the current Agent of Record.

c. The mortgage holder has the right to receive payment for loss or damage even if the mortgage holder has started foreclosure or similar action on the Covered Property.

d. If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgage holder will still have the right to receive payment for loss or damage to Covered Property if the mortgage holder:

(1) Pays any premium due under this Coverage Part at our request if you have failed to do so;

(2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

(3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgage holder.

All of the terms of this Coverage Part will then apply directly to the mortgage holder.

e. If we pay the mortgage holder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:

(1) The mortgage holder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and

(2) The mortgage holder's rights to recover the full amount of the mortgage holder's claim will not be impaired.

At our option, we may pay to the mortgage holder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

f. If we cancel this policy, we will give written notice to the mortgage holder at least:

(1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

g. We will not notify the mortgage holder if:

(1) You cancel this policy, or

(2) Coverage ends for any reason other than if we cancel the policy.

6. Waiver Of Coinsurance

If there is loss or damage to Covered Property and the cost to repair or replace such property is less than or equal to $25,000, we will adjust the loss or damage without regard to the **Coinsurance** Additional Condition.

7. Coinsurance

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If the reported value is less than the "total estimated completed value", you will bear a portion of any loss or damage. The amount we will pay is determined by the following steps:

a. Divide the reported value by the "total estimated completed value" of the Covered Property;

b. Multiply the total amount of the covered loss or damage before the application of any deductible by the percentage determined in paragraph **a.**; and

c. Subtract the deductible from the figure determined in paragraph **b.**

Example No. 1

(This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported Value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$100,000 = 1.00

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x 1.00 = $60,000

c. Deductible amount subtracted from result of paragraph **b.**

$60,000 - $1,000 = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance)

Deductible	$1,000
Reported Value	$100,000
"Total estimated completed value"	$120,000
Amount of loss or damage	$60,000

a. Reported value divided by "total estimated completed value"

$100,000/$120,000 = .833

b. Amount of loss or damage multiplied by percentage in paragraph **a.**

$60,000 x .833 = $49,980

c. Deductible amount Subtracted from result of paragraph **b.**

$49,980 - $1,000 = $48,980

8. Liberalization Clause

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If we adopt any revision which would broaden the coverage under this Coverage Form without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Form.

9. Interest Of Subcontractors, Sub-Subcontractors, Suppliers

We cover the interest which your subcontractors, your sub-subcontractors and your suppliers have in the Covered Property, but only while such property is situated at a construction site you have reported to us. This condition does not impair any right of subrogation we would otherwise have.

10. Unintentional Failure To Disclose Hazards

Your failure to disclose all hazards existing as of the inception date of the policy shall not affect the coverage afforded by this policy, provided such failure to disclose all hazards is not intentional and the hazard is reported to us as soon as practicable after you learn about it.

F. DEFINITIONS

1. "Collapse" means the abrupt falling down or the caving in of a building or structure or a part of a building or structure with the result that the building or structure cannot be occupied for its intended use:

   a. A part of a building or structure that is in danger of falling down or caving in is not considered to be in a state of collapse;

   b. A part of a building or structure that is standing is not considered to be in the state of collapse even if it is separated from another part of a building or structure;

   c. A building or structure that is standing or any part of a building or structure that is standing is not considered to be in the state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

2. "Commercial structure" means any structure other than a one to four family dwelling.

3. "Electrical testing" means the testing of systems that are operated by electricity, excluding service equipment and service conductors, electrical systems greater than 600 volts nominal and electrical systems that are greater than single phase.

4. "Existing inventory" means buildings or structures where construction was started and more than 30% of the "total estimated completed value" was completed prior to the inception date of this policy.

5. "Hydrostatic testing" means testing through the use of water or other fluids, which are processed through the machinery or system being tested.

6. "Mechanical testing" means testing of moving parts of equipment and components, which are part of the buildings or structures insured, by operation of such equipment or components.

7. "Model home leaseback" means a dwelling purchased from the Insured and is then leased back to the Insured, by the purchaser, to be used by the Insured as a model home until the purchaser occupies the dwelling as a residence.

8. "Overhead" means those business expenses, other than materials and labor, incurred either directly or indirectly due to the construction of a dwelling or structure.

9. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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10. "Pneumatic testing" means testing through the use of compressed air or other gas to fill test cavities which is processed through the machinery or system being tested.

11. "Profit" means the difference between the selling price of the land and completed structure and your cost of the land and the completed structure. If you do not have a signed contract for the sale of the completed structure and land, the allowance for "profit" will not exceed 20%.

12. "Total estimated completed value" means all costs associated with the building and designing of the Covered Property including labor, "overhead" and materials and if included, "profit".

13. "Valuable papers and records" means inscribed, printed or written documents, manuscripts or records, including abstracts, books, deeds, drawings, films, maps or mortgages. However, "valuable papers and records" does not mean:

    a. Money or securities;

    b. Converted data; or

    c. Programs or instructions used in your data processing operation, including the materials on which the data is recorded.

14. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of any part of a system or appliance (other than a sump system including its related equipment and parts) containing water or steam.

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Non-Reporting Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

Section **E. ADDITIONAL CONDITIONS** is amended as follows:

1. Paragraph **e.** of Additional Condition **3. When Coverage Begins And Ends** is replaced by the following:

   e. Upon expiration of the policy.

2. Additional Condition **4. Reporting Provisions** is replaced by the following:

   4. Reporting Provisions

   a. The premium charged is fully earned and no refund is due to you when coverage ends.

   b. You will keep accurate construction records regarding property we cover under this policy. This includes the "total estimated completed value" of the property and a record of all contracts of sale dealing with the property.

3. Additional Condition **7. Coinsurance** is replaced by the following:

   7. Coinsurance

   If the limit of insurance is less than the "total estimated completed value" of the property insured, you will bear a portion of any loss. The amount we will pay is determined by the following steps:

   a. Divide the limit of insurance by the "total estimated completed value" of the Covered Property;

   b. Multiply the total amount of the covered loss, before the application of any deductible, by the percentage determined in paragraph **a.**;

   c. Subtract the deductible from the figure determined in paragraph **b.**

   Example No 1.

   (This example assumes there is no penalty for underinsurance.)

Deductible	$1,000
Reported value	$100,000
"Total Completed Estimated Value"	$100,000
Amount of loss or damage	$60,000

   a. Limit of Insurance/Total Estimated Completed Value

   $100,000/$100,000 = 1.00

   b. Amount of loss x percentage in A

   $60,000 x 1.00 = $60,000

   c. Deductible amount subtracted from results in B

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$60,000 - $1,000 = $59,000

Total amount of loss payable = $59,000

Example No. 2

(This example assumes there is a penalty for underinsurance.)

Deductible	$1,000
Limit of Insurance	$100,000
"Total Completed Estimated Value"	$120,000
Amount of loss	$60,000

a. Limit of Insurance/Total Estimated Completed Value

$100,000/$120,000 = .833

b. Amount of loss x percentage in A

$60,000 x .833 = $49,980

c. Deductible amount subtracted from results in B

$49,980 - $1,000 = $48,980

Total amount of loss payable = $48,980

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

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Windstorm Deductible

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Schedule

Loc. #	Address
1	59 South Lafayette Street, Mobile, AL 36604

Windstorm Deductible Percentage: 5 %, subject to a minimum Deductible of $ 2,500

For loss or damage caused by windstorm, Section **D. DEDUCTIBLE** is replaced by the following:

The Windstorm Deductible applies to loss or damage to Covered Property caused directly or indirectly by windstorm. If loss or damage from a covered weather condition other than windstorm occurs, and that loss or damage would not have occurred but for the windstorm, such loss or damage shall be considered to be caused by windstorm and, therefore, part of the windstorm occurrence.

WINDSTORM DEDUCTIBLE CLAUSE

1. Non Reporting Form

a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the Limit of Insurance applicable to the property described in the Declarations that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

2. Reporting Form

a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location reported to us that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure reported to us, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible, up to the "total estimated completed value" reported to us for that Covered Property. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

3. Deposit Premium Form

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a. The Deductible amount will be determined by multiplying the Windstorm Deductible Percentage shown in the Schedule above by the "total estimated completed value" of the location that has sustained loss or damage subject to the minimum Deductible stated in the Schedule above. This Windstorm Deductible is calculated separately for, and applies separately to, each building or structure, if two or more buildings or structures sustain loss or damage.

b. We will not pay for loss or damage to Covered Property until the amount of loss or damage exceeds the applicable Windstorm Deductible. We will then pay the amount of loss or damage in excess of the Windstorm Deductible up to the "total estimated completed value" for the building or structure that sustained loss or damage. In no event will we pay more than the Limit of Insurance in the Declarations. If two or more Deductibles apply in any one occurrence, the total deducted will not exceed the largest applicable Deductible.

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

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Deductible Amendatory Endorsement

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Miscellaneous Property Coverage Form

Section **D. DEDUCTIBLE** is replaced by the following:

D. DEDUCTIBLE

We will not pay for loss or damage in any one occurrence until the amount of covered loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of covered loss or damage which exceeds the Deductible, up to the Limit of Insurance. This Deductible applies separately to each building or structure, described in the Declarations or reported to us, if two or more buildings or structures sustain loss or damage.

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

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Changes In Cancellation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk Coverage Form
Common Policy Conditions

Section **A. Cancellation**, Paragraph **5.** is replaced with the following:

The premium for this coverage is fully earned and no refund is due when the policy is cancelled.

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

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Changes In Valuation Condition

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

BUILDERS RISK COVERAGE FORM

The **Valuation** General Condition in Commercial Inland Marine Conditions is replaced by the following:

Valuation

In the event of loss or damage, the value of the property will be determined as of the time of the loss or damage.

1. The value of the property will not be more than the amount necessary to replace the structure or repair the structure, whichever is less, to the same point of completion that had been achieved immediately before the loss or damage.
2. If the loss or damage involves building materials which have not been installed, the value of the property will not be more than the amount necessary to replace the materials with like kind and quality.

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

Insured Name:
Policy Number:
Effective Date:

ZURICH

THIS DISCLOSURE IS ATTACHED TO AND MADE PART OF YOUR POLICY.

DISCLOSURE OF IMPORTANT INFORMATION RELATING TO TERRORISM RISK INSURANCE ACT

SCHEDULE*

Premium attributable to risk of loss from certified acts of terrorism for lines of insurance subject to TRIA:
$0

*Any information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Disclosure of Premium

In accordance with the federal Terrorism Risk Insurance Act ("TRIA"), as amended, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to the risk of loss from terrorist acts certified under that Act for lines subject to TRIA. That portion of premium attributable is shown in the Schedule above. The premium shown in the Schedule above is subject to adjustment upon premium audit, if applicable.

B. Disclosure of Federal Participation in Payment of Terrorism Losses

You should know that where coverage is provided by this policy for losses resulting from certified acts of terrorism, the United States Government may pay up to 80% of insured losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

C. Disclosure of $100 Billion Cap on All Insurer and Federal Obligations

If aggregate insured losses attributable to terrorist acts certified under TRIA exceed $100 billion in a calendar year (January 1 through December 31) and an insurer has met its deductible under the program, that insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

D. Availability

As required by TRIA, we have made available to you for lines subject to TRIA coverage for losses resulting from acts of terrorism certified under TRIA with terms, amounts and limitations that do not differ materially from those for losses arising from events other than acts of terrorism.

E. Definition of Act of Terrorism under TRIA

TRIA defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

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No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

Insureds Name	Policy Number	Effective Date	Endorsement Number

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies your insurance:

COMMERCIAL INLAND MARINE COVERAGE PART

A. Cap on Losses From Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with provisions of the federal Terrorism Risk Insurance Act ("TRIA"), to be an act of terrorism. The Terrorism Risk Insurance Act provides that the Secretary of Treasury shall certify an act of terrorism:

1. To be an act of terrorism;
2. To be a violent act or an act that is dangerous to human life, property or infrastructure;
3. To have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of Title 49, United States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. To have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

No act may be certified as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or if losses resulting from the act, in the aggregate for insurance subject to TRIA, do not exceed $5,000,000.

If aggregate insured losses attributable to one or more "certified acts of terrorism" exceed $100 billion in a calendar year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of Treasury.

B. Application of Other Exclusions

The terms and limitations of a terrorism exclusion or any other exclusion, or the inapplicability or omission of a terrorism exclusion or any other exclusion, do not serve to create coverage which would otherwise be excluded, limited or restricted under this policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALCULATION OF PREMIUM

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

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COMMERCIAL INLAND MARINE CONDITIONS

The following conditions apply in addition to the Common Policy Conditions and applicable Additional Conditions in Commercial Inland Marine Coverage Forms:

LOSS CONDITIONS

A. Abandonment

There can be no abandonment of any property to us.

B. Appraisal

If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

1. Pay its chosen appraiser; and
2. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

C. Duties In The Event Of Loss

You must see that the following are done in the event of loss or damage to Covered Property:

1. Notify the police if a law may have been broken.
2. Give us prompt notice of the loss or damage. Include a description of the property involved.
3. As soon as possible, give us a description of how, when and where the loss or damage occurred.
4. Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
5. You will not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.
6. As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

   Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
7. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.
8. Send us a signed, sworn proof of loss containing the information we request to settle the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
9. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit.
10. Cooperate with us in the investigation or settlement of the claim.

D. Insurance Under Two Or More Coverages

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

E. Loss Payment

1. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
2. We will not pay you more than your financial interest in the Covered Property.
3. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claim against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
4. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
5. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss if you have complied with all the terms of this Coverage Part and:
   a. We have reached agreement with you on the amount of the loss; or
   b. An appraisal award has been made.

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6. We will not be liable for any part of a loss that has been paid or made good by others.

F. Other Insurance

1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

G. Pair, Sets Or Parts

1. Pair Or Set

In case of loss or damage to any part of a pair or set we may:

a. Repair or replace any part to restore the pair or set to its value before the loss or damage; or

b. Pay the difference between the value of the pair or set before and after the loss or damage.

2. Parts

In case of loss or damage to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

H. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

I. Reinstatement Of Limit After Loss

The Limit of Insurance will not be reduced by the payment of any claim, except for total loss or damage of a scheduled item, in which event we will refund the unearned premium on that item.

J. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance; or
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you.

This will not restrict your insurance.

GENERAL CONDITIONS

A. Concealment, Misrepresentation Or Fraud

This Coverage Part is void in any case of fraud, intentional concealment or misrepresentation of a material fact, by you or any other insured, at any time, concerning:

1. This Coverage Part;
2. The Covered Property;
3. Your interest in the Covered Property; or
4. A claim under this Coverage Part.

B. Control Of Property

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all the terms of this Coverage Part; and
2. The action is brought within 2 years after you first have knowledge of the direct loss or damage.

D. No Benefit To Bailee

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

E. Policy Period, Coverage Territory

We cover loss or damage commencing:

1. During the policy period shown in the Declarations; and
2. Within the coverage territory.

F. Valuation

The value of property will be the least of the following amounts:

1. The actual cash value of that property;

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2. The cost of reasonably restoring that property to its condition immediately before loss or damage; or
3. The cost of replacing that property with substantially identical property.

In the event of loss or damage, the value of property will be determined as of the time of loss or damage.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART

A. The following exclusion is added:

1. We will not pay for loss or damage arising out of any act committed:
   - **a.** By or at the direction of any insured; and
   - **b.** With the intent to cause a loss.
2. However, this exclusion will not apply to deny coverage to an innocent coinsured when the loss or damage is otherwise covered under this policy and is proximately related to and in furtherance of an abusive act by an insured who is a family or household member. Such coverage will be provided only if the innocent coinsured:
   - **a.** Provides evidence of the abuse to us, to demonstrate that the loss is abuse-related; and
   - **b.** For the act causing the loss, either:
     - **(1)** Files a complaint under the Protection From Abuse Act against the abuser, and does not voluntarily dismiss the complaint; or
     - **(2)** Seeks a warrant for the abuser's arrest and cooperates in the prosecution of the abuser.
3. If we pay a claim pursuant to Paragraph **A.2.**, our payment to the innocent coinsured is limited to that insured's legal interest in the property less any payments we first made to a mortgagee or other party with a legal secured interest in the property. In no event will we pay more than the Limit of Insurance.

B. The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Loss Condition in the Commercial Inland Marine Conditions:

If we pay an innocent coinsured for loss arising out of an act of abuse by another insured, the rights of the innocent coinsured to recover damages from the abuser are transferred to us to the extent of our payment. Following the loss, the innocent coinsured may not waive such rights to recover against the abuser.

C. The **Legal Action Against Us** General Condition in the Commercial Inland Marine Conditions is replaced by the following:

Legal Action Against Us

No one may bring a legal action against us under this Coverage Part unless:

1. There has been full compliance with all of the terms of this Coverage Part; and
2. The action is brought within the time limitations prescribed by Alabama law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ALABAMA CHANGES – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART

The following is added to any provision which uses the term actual cash value:

Actual cash value is calculated as the amount it would cost to repair or replace Covered Property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for depreciation.

However, if Covered Property, at the time of loss or damage, has nominal or no economic value, or a value disproportionate to replacement cost less depreciation, the determination of actual cash value as set forth above is not required.

Actual cash value applies to valuation of Covered Property regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. **Cancellation**

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. **Changes**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. **Examination Of Your Books And Records**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. **Inspections And Surveys**

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. **Premiums**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

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F. **Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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Non-Renewal Notice

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Builders Risk And Installation Coverage Form
Builders Risk Coverage Form
Marine Model Home Contents Coverage Form
Miscellaneous Property Coverage Form

Due to the specialized nature of the risk insured and the limited term of the coverage provided under this policy, it is agreed that this policy expires on date specified. A nonrenewal notice will not be sent to you. Any requests to extend the policy period must be made in writing prior to the expiration date. However, we have no obligation to extend the policy period.

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

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

SANCTIONS EXCLUSION ENDORSEMENT

ZURICH

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

The following exclusion is added to the policy to which it is attached and supersedes any existing sanctions language in the policy, whether included in an Exclusion Section or otherwise:

SANCTIONS EXCLUSION

Notwithstanding any other terms under this policy, we shall not provide coverage nor will we make any payments or provide any service or benefit to any insured, beneficiary, or third party who may have any rights under this policy to the extent that such cover, payment, service, benefit, or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation.

The term policy may be comprised of common policy terms and conditions, the declarations, notices, schedule, coverage parts, insuring agreement, application, enrollment form, and endorsements or riders, if any, for each coverage provided. Policy may also be referred to as contract or agreement.

We may be referred to as insurer, underwriter, we, us, and our, or as otherwise defined in the policy, and shall mean the company providing the coverage.

Insured may be referred to as policyholder, named insured, covered person, additional insured or claimant, or as otherwise defined in the policy, and shall mean the party, person or entity having defined rights under the policy.

These definitions may be found in various parts of the policy and any applicable riders or endorsements.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Submitted by:

Carleen Stout-Clark, REAM and Nick Amberger, City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilman Joel C. Daves

Purpose and Scope of Project:

Accept deeds for the Tenth Batch of acquisition of ROW property for McGregor Avenue Widening Project from Dauphin Street to Airport Boulevard. ALDOT Project No. STPMB-7508(600) for the amount of $107,300.00, City Engineering Project No. 2013-202-07; funded out of Capital Budget C0159. Tracts 19. Jones Walker, LLP is closing agent pursuant to Engagement Letter (attached) dated May 22, 2018.

Amount of Contract:

$107,300.00

Funding Source

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

Project String C0159 - ALDOT Project #: STPMB-7508 (600) **Contract Number:**3916

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cap. Cover Sheet	Backup Material	7/21/2022
Resolution	Resolution Letter	7/21/2022
COM and ALDOT Agreement	Backup Material	7/21/2022
Jones Walker Letter of Engagement	Backup Material	7/21/2022
Signed LO Agreements with		

Corresponding Deeds Trt 19 Backup Material 7/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	7/21/2022 - 12:54 PM
Capital	Rhodes, Brenda	Approved	7/21/2022 - 2:55 PM
Legal	Kern, Chris	Approved	7/21/2022 - 3:15 PM
Mayors Office	Montgomery, Brandi	Approved	7/21/2022 - 3:19 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave Widening (Airport Blvd to Dauphin St)

CAPITAL PROJECT # COM 2013-202-07 **DATE OF RECEIPT** 07/20/2022

ALDOT STPMB-7508(600)

PROJECT DESCRIPTION REAL ESTATE ACQUISITIONS FOR BATCH #10

FOR TRACT 19

CONTRACT AMOUNT $ 107,300.00

VENDOR NAME JONES WALKER LLP AS CLOSING AGENT

VENDOR NUMBER 294634

DEPT # 3005 **DEPT NAME** ENGINEERING

CONTRACT ADMINISTRATOR NICK AMBERGER

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

General Construction requires Change Order for 10% overages.

Prepared by: Carleen Hunt Clark **Date** 7/20/2022

Revised 5/16/2022 Tiffany Hollins

RESOLUTION

Sponsored by Mayor William S. Stimpson and Council Member Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the Mayor and the City Clerk be, and hereby are, authorized to accept Deeds for the acquisition of right-of-way tracts for City Engineering Project No. 2013-202-07; ALDOT Project No. STPMB-7509 (600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard as set out in the instruments attached hereto for the price of $ 107,300.00:

Said property is being conveyed to the City of Mobile in accordance with that certain Agreement for Right-of-Way Acquisition between the State of Alabama ("ALDOT") and the City of Mobile as adopted by Resolution #01-290 on July 31, 2012.

1. Fee Simple Right of Way Deed and Deed for Temporary Easement for Tract 19.

SAID DOCUMENTS are by reference made a part of this resolution as fully as set forth herein and copies will be on file in the office of the City Clerk and in the office of the Director of Real Estate Asset Management of the City of Mobile.

BE IT FURTHER RESOLVED THAT:

The City Engineer, Real Estate Officer, or the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to negotiate and to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other forms necessary to complete the transactions and pay the Grantors the amounts approved and authorized and pay all approved closing costs. All approved and funded by State of Alabama Department of Transportation.

Adopted:

_____

City Clerk

01-290 **RESOLUTION** 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

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

Estimated Total Cost: $2,080,000.00

Estimated City Funds: $416,000.00

Adopted: JUL 3 1 2012

City Clerk

RESOLUTION NUMBER 01-290 2012

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

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

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

2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;

3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

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

Passed, adopted, and approved this 31 day of July, 2012.

ATTESTED:

City Clerk

Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 2012, and that such resolution is on file in the City Clerk's office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the CITY on the 31 day of July, 2012.

City Clerk

K-11-0141

AGREEMENT
FOR
RIGHT-OF-WAY ACQUISITION

BETWEEN THE STATE OF ALABAMA
AND
CITY OF MOBILE

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

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

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

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

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

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

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

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

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

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

(3) Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization by FHWA.

(4) This Project will be administered by the STATE and all cost will be financed, when eligible for Federal participation, on the basis of 80 percent Federal funds and 20 percent CITY funds. The estimated cost and participation by the various parties are as follows:

	Total Estimated	Estimated Federal Funds	Estimated CITY Funds
Right-of-Way Acquisition	$2,080,000	$1,664,000	$416,000
TOTAL	$2,080,000	$1,664,000	$416,000

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

(5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.

(6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.

(7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.

(8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.

(9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.

(10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

(11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.

(12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.

(13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.

(14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.

(15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.

(16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

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

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

SEAL

ATTEST:

City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

By:
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

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

RECOMMENDED FOR APPROVAL:

Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director,

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

GOVERNOR OF ALABAMA,

CERTIFICATION

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

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

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

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

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

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

07/01/2002

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

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

TERMINATION DUE TO INSUFFICIENT FUNDS

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

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

ADR CLAUSE

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

JONES WALKER

RSA Battle House Tower
11 North Water Street, Suite 1200
Mobile, Alabama 36602
251-432-1414
Fax 251-433-4106
www.joneswalker.com

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

May 22, 2018

VIA EMAIL: john@cityofmobile.org
Mr. John J. Olszewski
Real Estate Officer
City of Mobile
P.O. Box 1827
Mobile, AL 36633

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

Dear John:

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

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

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

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

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

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

Cordially yours,

Kenneth A. Watson
For the Firm

KAW/bj
Encl.

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

CITY OF MOBILE, ALABAMA

By: _____
As its: City Attorney

{MB308746.1}

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

1. TITLE OPINIONS:

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

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

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

2. CLOSING:

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

3. CONDEMNATION IN PROBATE COURT:

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

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

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

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

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

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

4. TRIAL WORK IN PROBATE COURT:

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

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

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

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

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

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

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

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

6. POST TRIAL AND EXTRAORDINARY MOTIONS

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

7. TRIAL SUMMATION AND OPINION REGARDING APPEAL:

$65.00 (Required for all cases.)

8. APPEALS TO SUPREME COURT:

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

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

9. TRAVEL COSTS

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

Form ROW-12-A
Rev. 9/17

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 19 PAR 1

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

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

1. The party of the first part agrees to purchase from the party of the second part certain property, known as Right of Way **Tract No. 19** of Federal Aid **Project Number STPMBF-7508(600)** as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the property to the party of the first part in fee simple, free of all encumbrances, and will execute and deliver a warranty deed to the party of the first part, conveying the property in fee simple free of all encumbrances to the party of the first part upon payment of the sum of $90,000.00 to the party of the second party by the party of the first part at the time of delivery of such deed. The party of the second part agrees to satisfy all liens for ad valorem taxes outstanding against the above tract that become due and payable October 1 next following the date of execution of the agreement. The party of the second part understands the above-mentioned sum includes payment for the following:
Right of Way TR 19 PAR 1 as shown on the attached sketch.

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

3. The party of the first part offered $90,000.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with $90,000.00 plus items on attached addendum. The party of the first part accepts the counter offer.

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

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

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

6. The party of the first part agrees to pay the sum of ____N/A_____ dollars to the party of the second part upon the satisfactory completion of the following work: _____N/A_____ which work shall be completed within _N/A_ days from the date of notification of the approval of the terms of this agreement.

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

8. Exceptions and additional conditions: See attached addendum. _____

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 19th day of July, 20 22

WITNESSES:

McGregor Square, LLC

By: _____
T. Todd Martin, III
Manager
Land Owner(s)

_____
LPA Engineer or
designated representative

Addendum to Agreement

Referencing Tract No. 19 PAR 1

The provisions of the Agreement including this Addendum shall survive the Closing and shall not be merged into the delivery of the Deed (the form of which will be substantially as reflected in Ex. A) and other documents and the payment of all monies pursuant hereto.

A. The party of the first part ("City") will not require the party of the second part ("Owner") (or any of its tenants) to add or change any landscaping (including trees) to its property directly or indirectly in connection with or resulting from any aspect of the Project.

B. Owner has requested that upon completion of the project the City permit Owner to install and maintain a multi-business sign in the City's ROW in the southeast quadrant of McGregor Ave. and relocated Berwyn Drive. Owner understands that it will be required to submit an application for such sign/use to the City's Right of Way Secondary Use Committee, and in the event of favorable action by the Committee, a Right of Way Non-Utility Usage Agreement and Right of Way Permit for such sign/use must be approved by the Mayor. At closing, the City will deliver to Owner a letter from the City Engineer, in the form of Ex. D attached hereto, in support of such application for use by Owner as detailed therein. However, Owner understands that in making this Agreement for the acquisition of Tract 19 the City cannot and does not bind itself to any particular result or action in the Right of Way Secondary Use Application or Agreement process outlined above.

C. The City shall construct/widen the Berwyn Drive curb cut connecting the Fresh Market driveway off Berwyn (the "Fresh Market Driveway") so as to have a minimum throat width of approximately 35 feet and other features as reflected in the plan sheets attached as Ex. B.

Additionally, at Owner's request the City has modified the design of the curb cut from McGregor at the location of TCE2 to avoid impacts to parking spaces in that area. The City will construct such curb cut so as to have a minimum throat width of approximately 24.5 feet and other features as shown in the plan sheets attached as Ex. C.

D. After construction of the Project, Owner, and its tenants, and their customers, licensees, invitees, and guests shall have substantially the same access to the McGregor Square Shopping Center as existed prior to the Project, to wit, directly from Airport Blvd.; via the two curb cuts off McGregor but only northbound

McGregor; via the relocated Berwyn Drive South; and directly from Berwyn Drive North. Upon construction of the project that portion of Berwyn Drive South west of its intersection with Berwyn Drive North will not be signed "No Trucks" and in connection with the project the City will remove the "No Trucks" sign on westbound Airport Blvd. at its intersection with Berwyn Drive North (the existing "No Trucks" sign on the westbound, north service road will remain). However, Owner understands and agrees that the City's agreement as set out in this paragraph are based conditions expected to exist upon completion of the project and for some period of time thereafter and that in making this Agreement the City cannot and does not contract away its ability to make changes to the roadways and traffic control measures as may be needed to address future conditions.

E. Owner accepts the City's estimate that it will close McGregor to effect the work from Airport Blvd. to the bridge culvert for approximately 90 days, and during such period there will be no access via the two curb cuts off McGregor. However, Owner understands that this is only a prediction concerning future events and not an actionable representation.

F. A condition to close shall be a partial release of Owner's mortgages or other encumbrances, if any, as needed for Owner to deliver clear title.

G. This Agreement shall not be effective unless and until the parties enter into a binding contract, approved by the City Council, regarding the temporary construction easements, referencing Tract No. 19 TCE1, TCE2, TCE3 of the same Project.

FORM ROW-1
Rev 10/09

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

STATE OF ALABAMA	)	PROJECT NO.	STPMB-7508 (600)
		CPMS PROJ. NO.	100052600
COUNTY OF MOBILE	)	TRACT NO.	19

FEE SIMPLE STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $90,000.00 dollar(s), cash in hand paid to the undersigned by the **City of Mobile**, a municipal corporation, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), **McGregor Square, LLC**, an Alabama limited liability company, have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 19 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southeast corner of Lot 1, McGregor Square, Resubdivision of Lot 1 and Addition to, as recorded in Map Book 104, Page 66 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°52'12" W and along the south line of said Lot 1 and the north R/W line of Airport Boulevard (variable R/W) a distance of 219.42 feet to a point on the acquired R/W line; (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50);

thence N 44°03'46" W and along said acquired R/W line a distance of 40.30 feet to a point on said acquired R/W line (said point offset 38.00' RT of and perpendicular to project centerline at station 10+52.00);

thence N 00°56'14" E and along said acquired R/W line a distance of 175.41 feet to the point of BEGNINNING;

thence following the curvature thereof an arc distance of 19.04 feet a point on said present R/W line (said arc having a chord bearing of S 43°30'27" W, a counter clockwise direction, a chord distance of 18.86 feet, and a radius of 40.18 feet);

thence N 00°56'12" E and along said present R/W line a distance of 306.22 feet to a point on Grantor's north property line;

thence S 89°03'57" E and along Grantor's said property line a distance of 21.19 feet to a point on said acquired R/W line;

Ex. A

thence S 01°56'14" W and along said acquired R/W line a distance of 70.53 feet to a point on said acquired R/W line;

thence N 88°03'46" W and along said acquired R/W line a distance of 7.01 feet to a point on said acquired R/W line;

thence S 01°56'14" W and along said acquired R/W line a distance of 11.17 feet to a point on the acquired R/W line;

thence S 00°56'14" W and along said acquired R/W line a distance of 210.76 feet to the point of BEGINNING.

The described parcel contains 0.10 acre, more or less.

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

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

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that, with the effect stated in Alabama Code Section 35-4-271, I (we) covenant to the City of Mobile and the City of Mobile's successors and assigns that I (we) are seized of an indefeasible estate in fee simple of the Property, free from any encumbrances done or suffered by me (us); and, I (we) warrant to the City of Mobile and the City of Mobile's successors and assigns, quiet enjoyment of the Property as to claims against the City of Mobile's title to the Property conveyed hereby by all persons claiming by, through or under me (us), but not otherwise.

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

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of August, 2022.

[SIGNATURE ON FOLLOWING PAGE]

MCGREGOR SQUARE, LLC

_____

By:
As Its:

STATE OF ALABAMA

COUNTY OF MOBILE

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

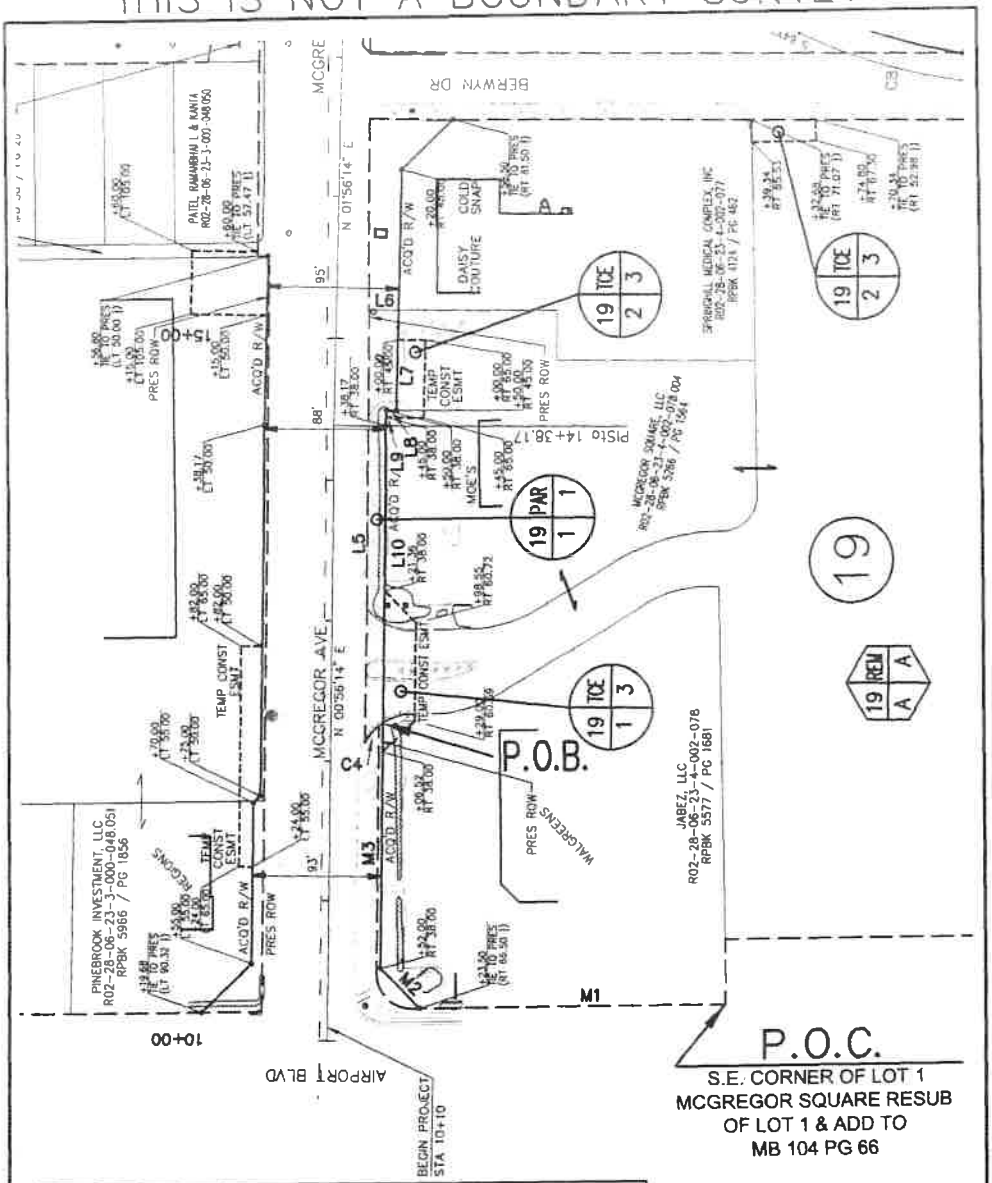
Given under my hand this _____ day of _____, 2022.

_____

Notary Public _____

My Commission expires: _____
(SEAL)

THIS IS NOT A BOUNDARY SURVEY

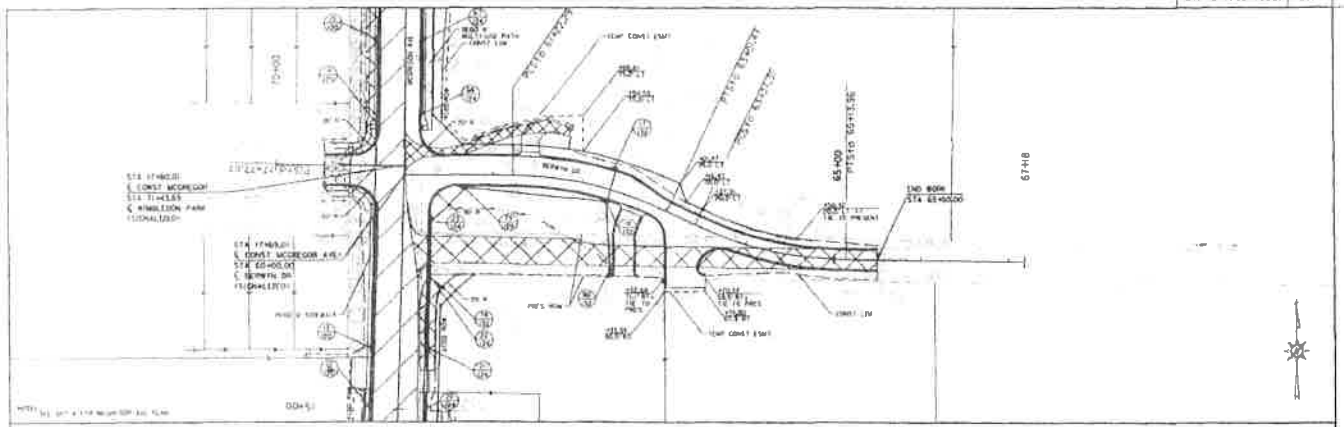


TRACT 19, PARCEL 1 OF 1 AREA = 0.10 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	S89°52'12"W	219.42'		
M2	N44°03'46"W	40.30'		
M3	N00°56'14"E	175.41'		
C4	S43°30'27"W	18.86'	40.18'	CCW
L5	N00°56'12"E	306.22'		
L6	S89°03'57"E	21.19'		
L7	S01°56'14"W	70.53'		
L8	N88°03'46"W	7.01'		
L9	S01°56'14"W	11.17'		
L10	S00°56'14"W	210.76'		

Tract #:	19	Scale:	1" = 100'
Grantor(s)		State:	Alabama
MCGREGOR SQUARE, LLC		County:	Mobile
Total Before:	5.67 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.10 AC	CPMS #:	100052600
Total Remainder:	5.57 AC	Date:	February 19, 2018
		Sketch:	1 of 1

PLAN & PROFILE - BERWYN DR

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPMB-7508 (600)	2021	11



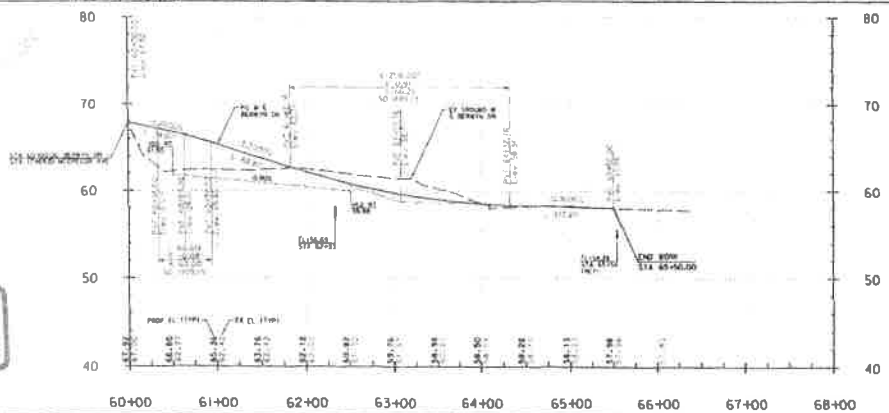
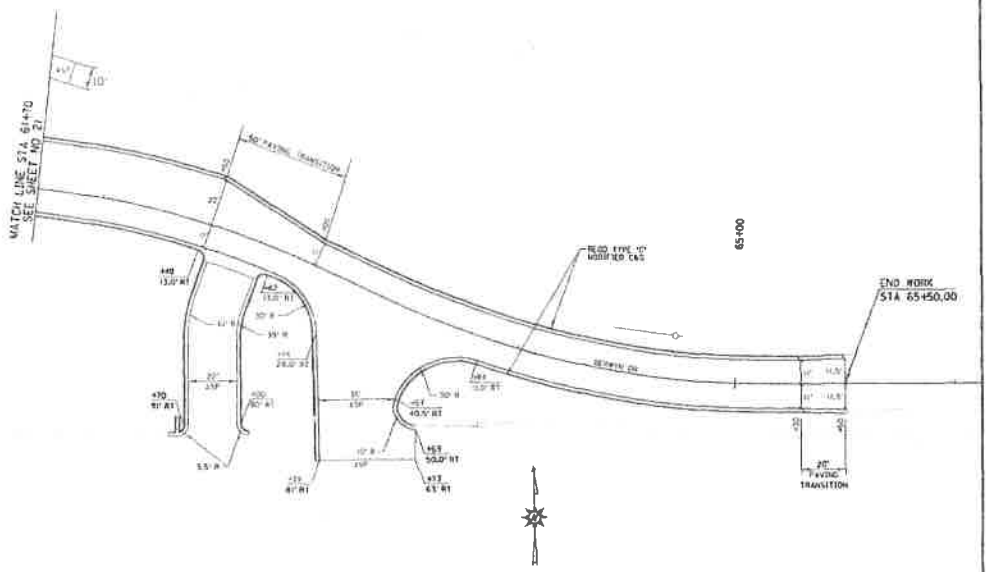


EXHIBIT
3

PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET) VERT	SHEET TITLE	ROUTE

PAVING LAYOUT - BERWYN DR

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPMB-7508 (600)	2021	27



PRELIMINARY NOT FOR CONSTRUCTION

PLAN SUBMITTAL

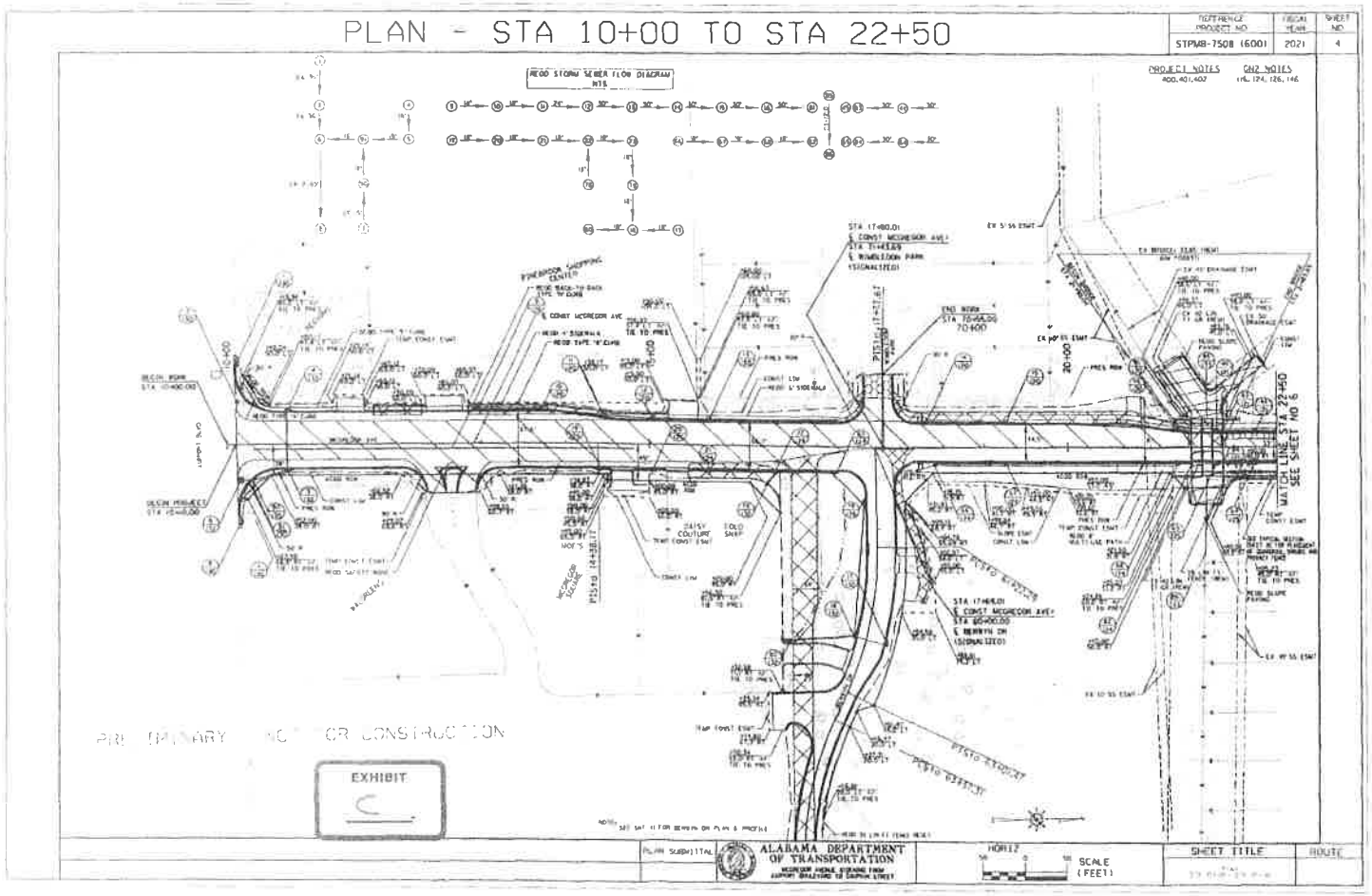
ALABAMA DEPARTMENT OF TRANSPORTATION

HORIZ SCALE (FEET)

SHEET TITLE

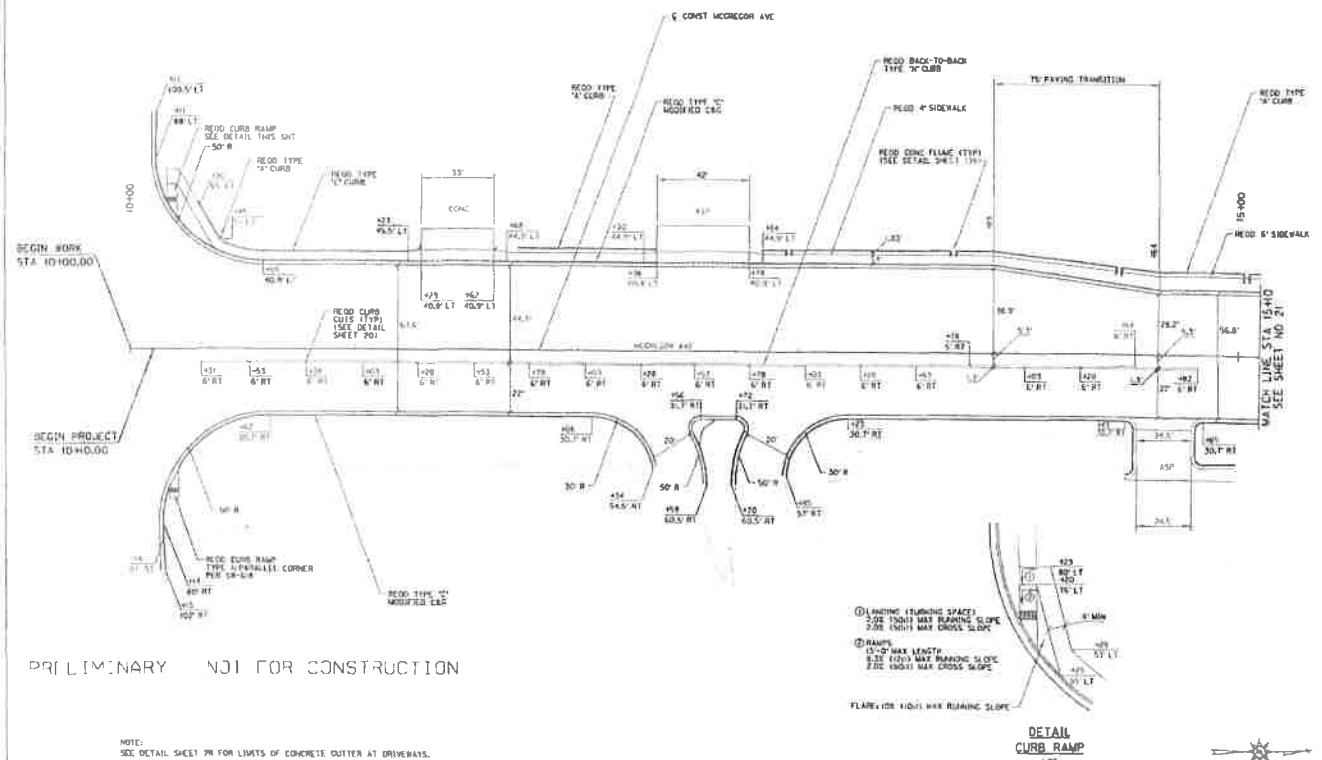
PAVING LAYOUT
BERWYN DR

ROUTE


PLAN - STA 10+00 TO STA 22+50
REFERENCE PROJECT NO
STPMB-7508 (600)
FISCAL YEAR
2021
SHEET NO
4
MEGO STORM SEWER FLOW DIAGRAM
PROJECT NOTES
GN2 NOTES
MATCH LINE STA 22+50
SEE SHEET NO 26
PRELIMINARY - NOT FOR CONSTRUCTION
EXHIBIT
C
PLAN SUBMITTAL
ALABAMA DEPARTMENT OF TRANSPORTATION
HORIZ
SCALE (FEET)
SHEET TITLE
ROUTE

PAVING LAYOUT - STA 10+00 TO STA 15+10

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPMB-7508 (600)	2021	20



NOTE:
SEE DETAIL SHEET 19 FOR LIMITS OF CONCRETE GUTTER AT DRIVEWAYS.

PLAN SUBMITTAL	ALABAMA DEPARTMENT OF TRANSPORTATION	HORIZ SCALE (FEET)	SHEET TITLE	ROUTE
		20 0 20	PAVING LAYOUT STA 10+00 TO STA 15+10	

ALABAMA

June 29, 2022

McGregor Square, LLC
c/o Ms. Lee B. Martin
55 Midtown Park East
Mobile, AL 36606

RE: Project Number STPMB-7508 (600)
McGregor Avenue from Airport Blvd. to Dauphin Street
Tract 19—Right of Way Non-Utility Usage Agreement and Right of Way Permit

Dear Ms. Martin:

Following up on your discussions with representatives of the City, I write to confirm that the City Engineer's Office will support applications by McGregor Square, LLC for a Right of Way Non-Utility Usage Agreement and Right of Way Permit as further detailed below.

In connection with the City's acquisition of the property designated Tract 19 on the McGregor Project, McGregor Square has requested the City's approval to locate and maintain a sign in the area of the southeast quadrant of the intersection of McGregor Avenue and relocated Berwyn Drive. The proposed sign to be a double sided non-digital, non-internal lighted, but externally lighted sign. The dimensions and other features thereof are provided in the attached materials submitted by McGregor Square. As previously discussed, these applications cannot be formally submitted or acted on by the City until the McGregor Project is complete. However, based on the prior discussions between McGregor Square and the City's representatives, I hereby confirm that the City Engineer's Office will support such applications provided that the same conform to the description provided above and the materials attached hereto. Please note the City's ROW Secondary Use Committee will require formal plans and details signed and sealed by appropriate licensed professional to accompany the Right of Way Usage Application for a Right of Way Non-Utility Usage Agreement and Right of Way Permit.

On behalf of the City, I thank you for your cooperation in the City's acquisition of the property needed for the McGregor Project and trust that this correspondence addresses your concerns about the approvals needed for the sign. Of course, if you have any questions or would like to discuss the matter further, please do not hesitate to call.

Sincerely,

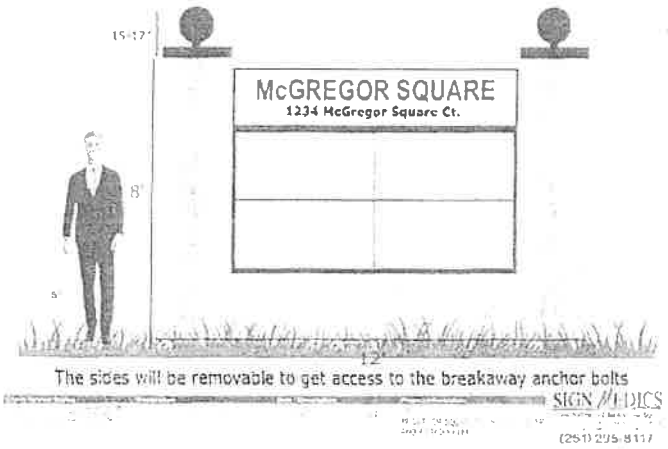
Nick Amberger, P.E.
City Engineer

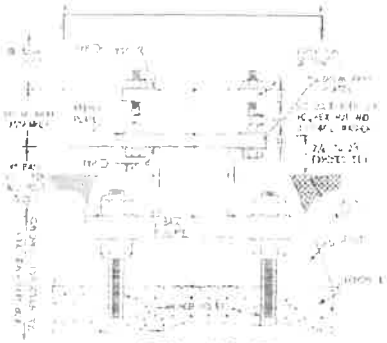
C: Mr. Ken Watson, Special Counsel
Mr. Guy E. O'Connor, PE
File

Ex D

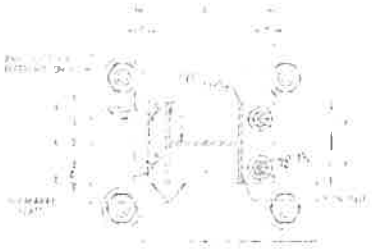
This is the design they want to go with.
The attachment for the breakaway is an example. We will install a concrete foundation with anchor bolts. Beam/pole will have a match plate that will sit on anchor bolts so this allows pole to become break away if a vehicle hits it. I will send road drawings to show where sign will be placed as soon as a I am able. Sign will be made with a faux brick.

Thanks.
Shanna Miller
Sign Medics LLC

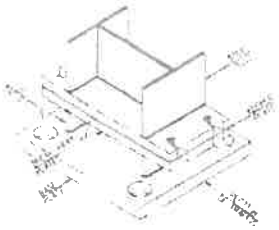




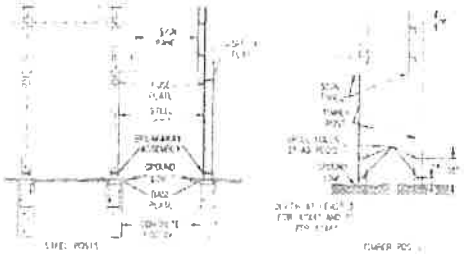
TYPICAL ELEVATION
STEEL POST ASSEMBLY



SECTION A-A

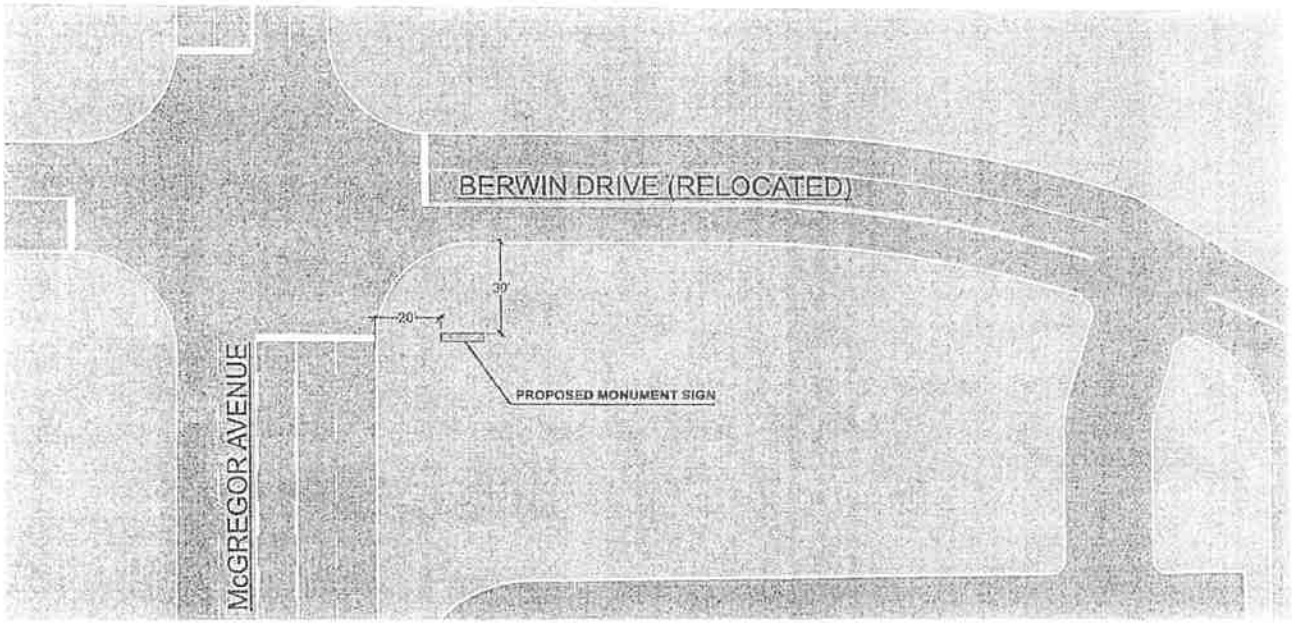


TYPICAL PROJECTED VIEW
STEEL POST ASSEMBLY



TYPICAL BREAKAWAY SIGN SUPPORT INSTALLATIONS

BOLTING PROCEDURE FOR
BREAKAWAY PLATE ASSEMBLY



PROPOSED SIGN - McGREGOR SQUARE

MOBILE, ALABAMA

ZITO·RUSSELL ARCHITECTS, P.C

Form ROW-12-A TCE
Rev. 10/18

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 19 TCE1, TCE2, TCE3

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and McGregor Square, LLC, party of the second part:

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

1. The party of the first part agrees to purchase a Temporary Construction Easement from the party of the second part, known as Tract No. 19 of Federal Aid Project Number STPMBF-7508(600) as identified from the records of the City of Mobile Engineering Department, for the purpose of widening McGregor Avenue from Airport Boulevard to Dauphin Street as shown by the right of way map of said project.

2. The party of the second part agrees to sell and convey the Temporary Construction Easement to the party of the first part, free of all encumbrances, and will execute and deliver a Temporary Construction Easement deed to the party of the first part, conveying the Temporary Construction Easement free of all encumbrances to the party of the first part upon payment of the sum of $17,300.00 to the party of the second party by the party of the first part at the time of delivery of such deed. Since no permanent property rights are being conveyed, the party of the second part is responsible for all ad valorem property taxes. The party of the second part understands the above-mentioned sum includes payment for the following:
Temporary Construction Easements Tract 19 TCE1, TCE2, TCE3 as shown on attached sketch

3. The party of the first part offered $17,300.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with $17,300.00 plus ensure that utilities (electrical, irrigation, water) be maintained/replaced/restored in the TCE areas. These items would affect the businesses in our shopping center. The party of the first part accepts the counter offer.

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

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

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

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

IN WITNESS WHEREOF the parties herein have set their hands and seals this the 19 day of July, 2022

WITNESSES:

McGregor Square, LLC

By: J. Todd Martin, III

Manager

Land Owner(s)

LPA Engineer or
designated representative

Addendum to Agreement

Referencing Tract No. 19 TCE1, TCE2, TCE3

The provisions of the Agreement including this Addendum shall survive the Closing and shall not be merged into the delivery of the Temporary Construction Easement Deed (referenced in paragraph 2, the form of which will be substantially as reflected in Ex. A) and other documents and the payment of all monies pursuant hereto.

A. The party of the first part ("City") will not require the party of the second part ("Owner") (or any of its tenants) to add or change any landscaping (including trees) to its property directly or indirectly in connection with or resulting from any aspect of the Project.

B. During construction of the Project, Owner, and its tenants, and their customers, licensees, invitees, and guests shall at all times continue to have access to the McGregor Square Shopping Center directly from Airport Blvd. and directly from Berwyn Drive North. The City estimates that there will be no access via the two curb cuts off McGregor for a period of approximately 90 days while work is performed in that area. During construction access via the curb cut on existing or relocated Berwyn Drive South shall remain open, subject only to some disruption or short-term closure during periods of active construction when tying existing and relocated Berwyn together and constructing the widened curb cut. Owner understands that the above time estimates are only predictions concerning future events and not actionable representations.

C. The City contemplates that all utilities (including electrical, sewer, and water) to the Shopping Center will be maintained, replaced, relocated or restored within the acquired or existing ROW, however, Owner understands that the City cannot bind the utilities providing the services in that regard.

D. A condition to close shall be the consent of Owner's mortgagees to the granting of the TCEs.

E. This Agreement shall not be effective unless and until the parties enter into a binding contract, approved by the City Council, regarding the sale of property referencing Tract No. 19 PAR 1 of the same Project.

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

STATE OF ALABAMA

COUNTY OF MOBILE

PROJECT NO.STPMB-7508 (600)
CPMS PROJ.NO. 100052600
TRACT NO. 19

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of $17,300.00 dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) **McGregor Square, LLC**, an Alabama limited liability company, have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the **City of Mobile**, a municipal corporation, a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in Mobile County, Alabama, described as follows:

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 3:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 19 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, McGregor Square, Resubdivision of Lot 1 and Addition to, as recorded in Map Book 104, Page 66 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°52'12" W and along the south line of said Lot 1 and the north R/W line of Airport Boulevard (variable R/W) a distance of 219.42 feet to a point on the acquired R/W line; (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50);

thence N 44°03'46" W and along said acquired R/W line a distance of 40.30 feet to a point on said acquired R/W line (said point offset 38.00' RT and perpendicular to project centerline at station 10+52.00);

thence N 00°56'14" E and along said acquired R/W line a distance of 175.41 feet to a point on the acquired R/W line and the point of BEGNINNING;

thence N 00°56'14" E and along said acquired R/W line a distance of 93.95 feet to a point on said acquired TCE line;

thence S 43°57'08" E and along said acquired TCE line a distance of 32.19 feet to a point on said acquired TCE line;

thence S 01°02'52" W and along said acquired TCE line a distance of 64.33 feet to a point on said acquired TCE line;

thence following the curvature thereof an arc distance of 23.95 feet and along said acquired TCE line (said arc having a chord bearing of S 74°09'16" W, a counter clockwise direction, a chord distance of 23.60 feet, and a radius of 40.19 feet), which point is the point of BEGINNING.

The described parcel contains 0.04 acre, more or less.

TEMPORARY CONSTRUCTION EASEMENT NO. 2 OF 3:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 19 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, McGregor Square, Resubdivision of Lot 1 and Addition to, as recorded in Map Book 104, Page 66 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence S 89°52'12" W and along the south line of said Lot 1 and the north R/W line of Airport Boulevard (variable R/W) a distance of 219.42 feet to a point on the acquired R/W line; (said point offset 66.50' RT of and perpendicular to project centerline at station 10+23.50);

thence N 44°03'46" W and along said acquired R/W line a distance of 40.30 feet to a point on said acquired R/W line (said point offset 38.00' RT of and perpendicular to project centerline at station 10+52.00);

thence N 00°56'14" E and along said acquired R/W line a distance of 386.17 feet to a point on the acquired R/W line (said point offset 38.00' RT of and perpendicular to project centerline at station 14+38.17);

thence N 01°56'14" E and along said acquired R/W line a distance of 6.17 feet to a point on the acquired TCE line and the point of BEGINNING;

thence N01°56'14" E and along said acquired R/W line a distance of 5.00 feet to a point on said acquired R/W line;

thence S 88°03'46" E and along said acquired R/W line a distance of 7.01 feet to a point on said acquired R/W line;

thence N 01°56'14" E and along said acquired R/W line a distance of 50.00 feet to a point on the acquired TCE line;

thence S 88°03'46" E and along said acquired TCE line a distance of 20.00 feet to a point on said acquired TCE line;

thence S 01°56'14" W and along said acquired TCE line a distance of 55.00 feet to a point on said acquired TCE line;

thence N 88°03'46" W and along said acquired TCE line a distance of 27.01 feet to the point of BEGINNING.

The described parcel contains 0.03 acre, more or less

TEMPORARY CONSTRUCTION EASEMENT NO. 3 OF 3:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 19 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Commencing at the southeast corner of Lot 1, 266 McGregor Avenue, as recorded in Map Book 124, Page 124 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 00°07'48" W along the east line of said Lot 1 a distance of 154.23 feet to a point on the acquired TCE line and the point of BEGINNING (said point offset 85.53' RT of and perpendicular to project centerline at station 63+39.34);

thence N 00°10'20" W and along said acquired TCE line a distance of 16.11 feet to a point on the present south R/W line of Berwyn Drive (said point offset 71.01' RT of and perpendicular to project centerline at station 63+32.68);

thence S 89°03'57" E and along said present R/W line a distance of 46.36 feet to a point on said acquired TCE line (said point offset 52.98' RT of and perpendicular to project centerline at station 63+70.34);

thence S 01°12'45" W and along said acquire TCE line a distance of 15.22 feet to a point on said acquired TCE line (said point offset 67.30' RT of and perpendicular to project centerline at station 63+74.80);

thence S 89°49'40" W and along said acquired TCE line a distance of 45 98 feet to the point of BEGINNING.

The described parcel contains 0.02 acre, more or less

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

To have and to hold, the said easement and right of way, unto the City of Mobile and unto its successors and assigns for a period of _3__ years, or until the completion of Project No. STPMB-7508 (600) whichever is later.

And the said grantor hereby covenants to the City of Mobile and the City of Mobile's successors and assigns that I (we) are seized of an indefeasible estate in fee simple of the Property, free from any encumbrances done or suffered by me (us); and, I (we) warrant to the City of Mobile and the City of Mobile's successors and assigns, quiet enjoyment of the Property as to claims against the City of Mobile's title to the Property conveyed hereby by all persons claiming by, through or under me (us), but not otherwise.

As a further consideration the grantor further covenant(s) and agree(s), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance and reduction in value of his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, and landscaping of any public road or highway that may be so located on the property herein conveyed.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the ___ day of August, 2022.

McGregor Square, LLC

_____
By:
As Its:

STATE OF ALABAMA
COUNTY OF MOBILE

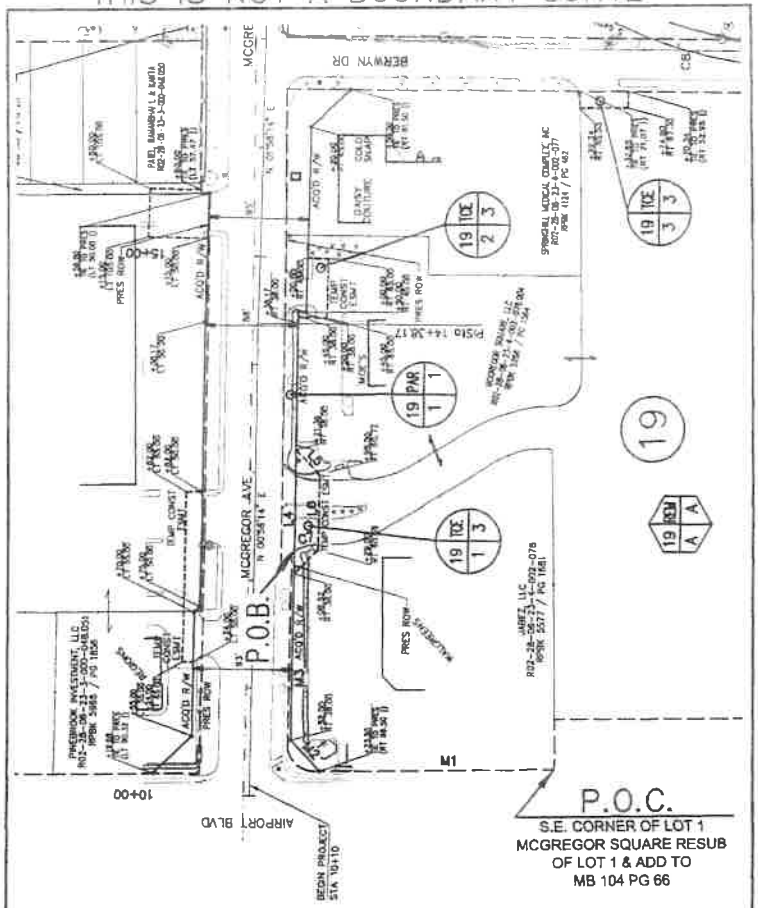
I, _____, a _____in and for said County, in said State, hereby certify that _____ whose name as _____ of the **McGregor Square, LLC**, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such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

Given under my hand this ___ day of August, 2022.

Notary Public: _____
My Commission expires: _____

(SEAL)

THIS IS NOT A BOUNDARY SURVEY



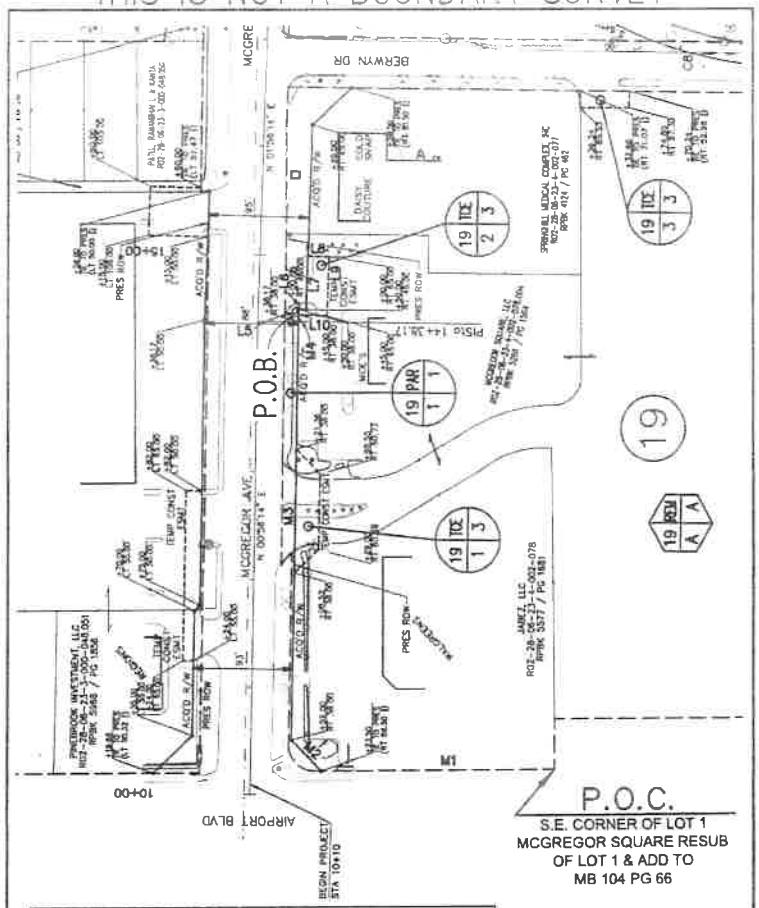
TRACT 19, TCE 1 OF 3
AREA = 0.04 AC.

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	S89°52'12"W	219.42'		
M2	N44°03'46"W	40.30'		
M3	N00°56'14"E	175.41'		
L4	N00°56'14"E	93.95'		
L5	S43°57'08"E	32.19'		
L6	S01°02'52"W	64.33'		
C7	S74°09'16"W	23.60'	40.19'	CCW

0 100 200 300

Tract #:	19	Scale:	1" = 100'
Grantor(s)		State:	Alabama
MCGREGOR SQUARE, LLC		County:	Mobile
Total Before:	5.67 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.10 AC	CPMS #:	100052600
Total Remainder:	5.57 AC	Date:	May 4, 2018
		Sketch:	1 of 1

THIS IS NOT A BOUNDARY SURVEY

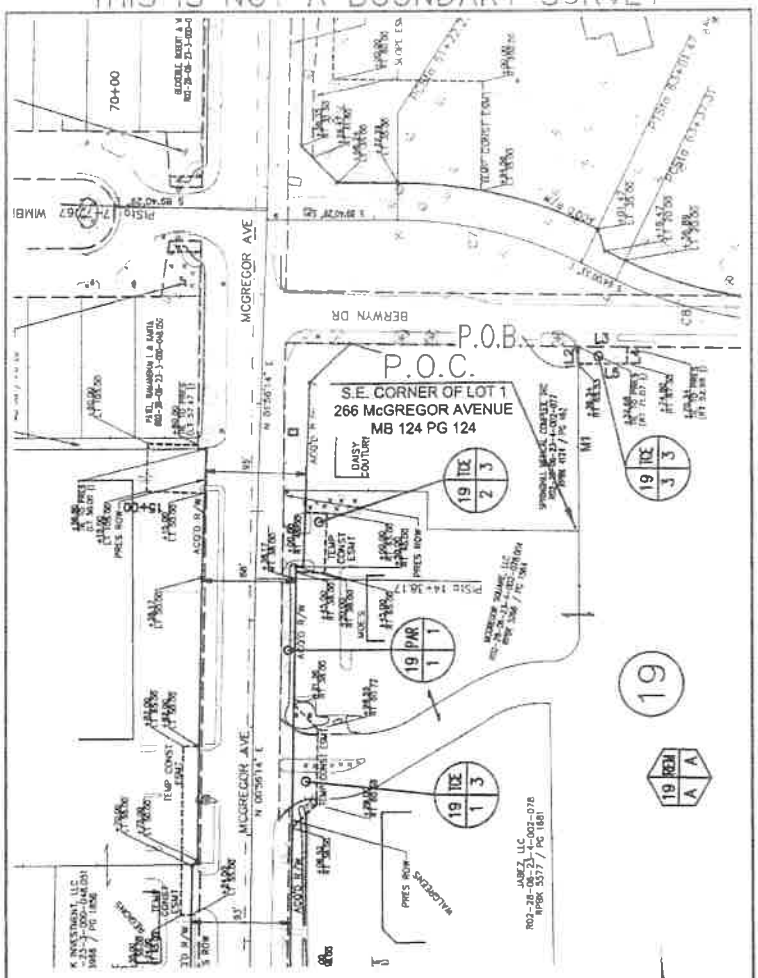


TRACT 19, TCE 2 OF 3
AREA = 0.03 AC.

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	S89°52'12"W	219.42'		
M2	N44°03'46"W	40.30'		
M3	N00°56'14"E	386.17'		
M4	N01°56'14"E	6.17'		
L5	N01°56'14"E	5.00'		
L6	S88°03'46"E	7.01'		
L7	N01°56'14"E	50.00'		
L8	S88°03'46"E	20.00'		
L9	S01°56'14"W	55.00'		
L10	N88°03'46"W	27.01'		

Tract #:	19	Scale:	1" = 100'
Grantor(s)		State:	Alabama
MCGREGOR SQUARE, LLC		County:	Mobile
Total Before:	5.67 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.10 AC	CPMS #:	100052600
Total Remainder:	5.57 AC	Date:	May 4, 2018
		Sketch:	1 of 1

THIS IS NOT A BOUNDARY SURVEY



TRACT 19, TCE 3 OF 3
AREA = 0.02 AC.

COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N00°07'48"W	154.23'		
L2	N00°10'20"W	16.11'		
L3	S89°03'57"E	46.36'		
L4	S01°12'45"W	15.22'		
L5	S89°49'40"W	45.98'		

Tract #:	19	Scale:	1" = 100'
Grantor(s)		State:	Alabama
MCGREGOR SQUARE, LLC		County:	Mobile
Total Before:	5.67 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.10 AC	CPMS #:	100052600
Total Remainder:	5.57 AC	Date:	May 4, 2018
		Sketch:	1 of 1

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

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:7/26/2022

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	7/21/2022 - 10:01 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:7/26/2022

Sponsored by:

Councilmember Reynolds

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	7/21/2022 - 10:16 AM