AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 27, 2021, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

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

6. **APPROVAL OF MINUTES**

   April 20, 2021

7. **COMMUNICATIONS FROM THE MAYOR**

8. **MONTHLY FINANCE REPORTS**

9. **ADOPTION OF THE AGENDA**

10. **APPEALS**

    Request of Catherine North for a waiver of the Noise Ordinance at Cooper Riverside Park on May 20, 2021, from 5:00-8:30 p.m. (District 2).

    Request of Linda Jones, 6967 Gentilly Drive North, for a waiver of the Noise Ordinance on May 1, 2021, from 2:00-10:00 p.m. (District 7).

    Request of Linda Jones, 6967 Gentilly Drive North, for a waiver of the Noise Ordinance on May 7-8, 2021, from 2:00-10:00 p.m. (District 7).

    Request of Carrie Coats for a waiver of the Noise Ordinance in Langan Park on September 12, 2021, from 1:30-5:30 p.m. (District 7).

    Request of R.H.J. Entertainment for a waiver of the Noise Ordinance at The Grounds on May 1, 2021, from 1:00-10:00 p.m. (District 7).

11. **PUBLIC HEARINGS**

Public hearing to declare the structure at 960 Bernice Hudson Drive a public nuisance and order it demolished (District 3).

Public hearing to declare the structure at 1504 Terrell Road a public nuisance and order it demolished (District 3).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Sabrina Mass

Wesley Young

Reggie Hill

13. RESOLUTIONS HELD OVER

21-288 Authorize contract with Professional Fire Protection Services LLC for fire sprinkler & backflow preventer repairs at various City facilities; $19,599.00 (C0481, 20002000-48010) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-289 Authorize contract with Tindle Construction, LLC for Hurtel Street Armory - Wall and Window Repairs, $112,711.00 (sponsored by Councilmember Small & Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

21-290 Authorize performance contract with Society Mobile-La Habana Inc. for publication of a joint bilingual book documenting the shared histories of the two cities, $15,000.00 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

21-291 Authorize contract with Moffatt & Nichol Inc. for development services - Mobile Riverfront Redevelopment Project, $72,014.00 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Ricardo Woods, Legal Department).

23-292 Accept deeds for right-of-way for the McGregor Avenue Widening Project (Airport Blvd. to Dauphin St.) (Tracts 13, 20, and 22) (sponsored by Mayor Stimpson & Councilmember Daves) (submitted by Michelle Melton, REAM Department).

60-294 Agree to offer undeveloped 214 +/- acres along Shelton Beach Road Extension for sale (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Michelle Melton, REAM Department).

60-296 Approve Settlement Agreement and Release of Claims - Strickland (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-300 Approve Settlement Agreement and Release of Claims - Franklin (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-301 Approve Settlement Agreement and Release of Claims - Freeman (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

21-302 Authorize performance contract with USA Health Mitchell Cancer Institute (sponsored by Mayor Stimpson) (submitted by James Barber, Chief of Staff).

14. CONSENT RESOLUTIONS BEING INTRODUCED

37-303 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor license for Villa Del Rey Cocina Mexicana, 9 Du Rhu Drive, Suite 335 (sponsored by Councilmember Gregory).

40-304 Declare the structure at 960 Bernice Hudson Drive a public nuisance and order it demolished (sponsored by Councilmember Small).

40-305 Declare the structure at 1504 Terrell Road a public nuisance and order it demolished (sponsored by Councilmember Small).

60-306 Determine an appropriation to the Mobile Symphony Orchestra, Inc. serves a public purpose and approve payment, $750.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-307 Approve award of special bonus to the March Firefighter of the Month, Fire Service Captain Jermaine Goosby (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

15. CIP RESOLUTIONS BEING INTRODUCED

21-308 Authorize contract with James H. Adams & Son Construction Company, Inc., for 2019 CIP Drainage, Group F (D#1, 3 & 6); $229,444.00 (sponsored by Mayor Stimpson & Councilmembers Richardson, Small and Rich) (submitted by Nick Amberger, Engineering Department).

16. RESOLUTIONS BEING INTRODUCED

01-309 Authorize Intergovernmental Agreement with Mobile County for use of the Civic Center for court activity (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

01-310 Authorize Intergovernmental Agreement with Mobile County regarding Africatown Heritage House (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Ricardo Woods, Legal Department).

08-311 Approve purchase order to Grayshift for mobile device forensic software annual licenses renewal, $38,602.79 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-312 Approve purchase order to Jerry Pate Turf & Irrigation Inc. for two club car utility vehicles, $21,088.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-313 Approve purchase order to Graybar Electric Co. Inc. for 50 LED roadway luminaires, $42,995.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-314 Approve purchase order to Stivers Ford Lincoln Inc. for three Ford Explorer SUVs, $79,197.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-315 Approve purchase order to Stivers Ford Lincoln Inc. for two Ford 4x4 pickups, $65,244.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-316 Approve purchase orders to Davison Oil Company & Petroleum Traders Corporation for fuel for City vehicles (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-317 Approve item based bid for commercial kitchen equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-318 Authorize contract with Sanders Hyland Corporation for Fire Station #6 (Edwards) - Bathrooms Floor Replacement, $16,461.00 (sponsored by Councilmember Rich & Mayor Stimpson) (submitted by Brad Christensen, REAM).

21-319 Authorize contract with Harris Contracting Services, Inc. for Mardi Gras Park Improvements, $1,055,000.00 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by Brad Christensen, REAM)

21-320 Authorize service contract with Morrow Contracting Inc DBA Advanced Service Plus Plumbing Company for plumbing services at various City facilities; $100,000.00 (10043035.42150) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Dept.)

21-321 Authorize contract with E. Cornell Malone Corporation for History Museum of Mobile - Re-Roofing, $482,490.00 (sponsored by Mayor Stimpson & Councilmember Manzie) (submitted by Brad Christensen, REAM).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/23/2021 - 9:51 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:03 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:17 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:15 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:19 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:22 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
4/27/2021

Funding Source

Project # 960 Bernice Hudson Drive - ME-124-20 **Discretionary Funds** N/A
Project String N/A **Contract Number:**N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	4/22/2021 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
4/27/2021

Funding Source

Project # 1504 Terrell Road - ME-158-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:** N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	4/22/2021 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:20 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 2:15 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Various Councilmembers & Mayor Stimpson

Purpose and Scope of Project:

To perform work on fire sprinklers and backflow preventers in accordance with NFPA Codes at various City of Mobile facilities. This is essential to government operations due to safety & maintenance concerns at multiple City facilities.

Amount of Contract:

$19,599.00

Funding Source

Project # Various City of Mobile Facilities – Fire Sprinkler & Backflow Preventer Repairs SR-022-21	**Discretionary Funds**
Project String C0481 -- 20002000-48010 (Building Services Misc Repairs & Imprv / Capital Acct)	**Contract Number:**3227
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	4/12/2021 - 4:45 PM
Capital	Hollins, Tiffany	Approved	4/12/2021 - 5:18 PM
Legal	Kern, Chris	Approved	4/13/2021 - 10:19 AM

Mayors Office	Barber, James	Approved	4/15/2021 - 1:28 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Brad Christensen, Director of REAM

Sponsored by:

Councilmember Small & Mayor Stimpson

Amount of Contract:

$112,711.00

Funding Source

Project # Hurtel Street Armory - Wall and Window Repairs MX-032-19	**Discretionary Funds**
Project String C0514-20002000-48010	**Contract Number:**3228
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	4/13/2021 - 10:48 AM
Capital	Hollins, Tiffany	Approved	4/13/2021 - 11:37 AM
Legal	Kern, Chris	Approved	4/13/2021 - 5:30 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 1:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Performance Contract with Society Mobile-La Habana, Inc. to appropriate $15,000 to fund the publication of a joint bi-lingual book documenting the shared histories of the two cities.

Amount of Contract:

$15,000.00

Effective Date of Contract:

4/27/2021

Funding Source

Project # Resolution for Performance Contract with Society Mobile-La Habana Inc.

Discretionary Funds n/a

Project String 10043042-42080

Contract Number: n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	4/15/2021 - 12:46 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Professional Services Contract with Moffatt & Nichol, Inc. to perform design and development services for the Mobile Riverfront Redevelopment Project

Amount of Contract:

$72,014.00

Effective Date of Contract:

4/27/2021

Funding Source

Project # Resolution for Professional Services Contract with Moffatt & Nichol Inc.

Discretionary Funds n/a

Project String C0043

Contract Number:3234

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	4/15/2021 - 2:21 PM
Legal	Kern, Chris	Approved	4/15/2021 - 2:22 PM
Capital	Hollins, Tiffany	Approved	4/15/2021 - 2:46

			PM
Mayors Office	Barber, James	Approved	4/15/2021 - 3:04 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:

Michelle Melton, Deputy Director, 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 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 $92,000.00. This item is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Amount of Contract:

$92,000.00

Funding Source

Project # McGregor Avenue (Airport Blvd to Dauphin St.) 2013-202-07; ALDOT Project No. STPMB-7508(600)	**Discretionary Funds**
Project String C0159:20002000-42200	**Contract Number:** 3231
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds $92,000.00 from ALDOT (City reimbursed at end of project)	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Capital Cover Sheet	Cover Memo	4/14/2021
Draft Resolution	Resolution Letter	4/14/2021
LO Signed Offer Letters Tracts 13, 20, and 22	Backup Material	4/14/2021
Deeds for Signed Agreements Tract 13	Backup Material	4/14/2021
Deed for Signed Agreement Tract 20	Backup Material	4/14/2021

Ex. A Tract 20	Backup Material	4/14/2021
Deed for Signed Agreement Tract 22 TCE	Backup Material	4/14/2021
EX. A to TCE Deed for Tract 22	Backup Material	4/14/2021
Deed for Signed Agreement Tract 22 PAR	Backup Material	4/14/2021
Ex. A to Deed for Tract 22 PAR	Backup Material	4/14/2021
COM & ALDOT ROW Agreement for McGregor Ave. Widening (STMP-7508(600))	Backup Material	4/14/2021
Jones Walker, LLP Letter of Engagement	Backup Material	4/14/2021

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	4/14/2021 - 2:08 PM
Capital	Hollins, Tiffany	Approved	4/14/2021 - 2:43 PM
Legal	Kern, Chris	Approved	4/15/2021 - 12:52 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 1:29 PM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: McGregor Ave. Widening (Airport Blvd to Dauphin Street)

PROJECT #: City Engineering 2013-202-01 and ALDOT STPMB-7508(600) (C0159)

DATE OF RECEIPT: April _____, 2021

PROJECT DESCRIPTION: ROW Tracts Acquisition Batch 5(Tracts 13, 20, and 22)

CONTRACT AMOUNT: $92,000.00

VENDOR NAME: Jones Walker, LLP

VENDOR NUMBER: 294634 DEPT #: 3005 DEPT NAME: Engineering

CONTRACT ADMINISTRATOR : Michelle Melton/Nick Amberger

Please Select by circling one (Type):

Architectual Engineering Testing Professional Services

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION: N/A

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: ________________________________ Date _____________________

Revised 2/25/2016 Marilyn McMillan

R E S O L U T I O N

Sponsored by: Mayor Stimpson and Councilmember 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-7508(600) McGregor Avenue Widening from Dauphin Street to Airport Boulevard as set out in the instruments attached hereto for the price of $92,000.00.

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.

Be it resolved that the Executive Director of Finance be and is authorized and directed to request acquisition funds from ALDOT in the amount of the sales price less prorate share of property taxes payable to Jones Walker, LLP.

Be it further resolved that the City Engineer and/or Deputy Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile what ever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the sale of said property.

Be it finally resolved that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:__________________

____

City Clerk

Form ROW-12-A
Rev. 9/17

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 13 PAR1

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **John S. and Marilyn L. Moses**, 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.** 13 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 **$85,000.00** 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 13PAR1 as shown on attached sketch

and excludes payment for the following items appraised as personalty:
N/A

3. The party of the first part offered **$80,000.00** total to the party of the second part for the above referenced property. The party of the second part counter offered with **$85,000.00**. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: N/A

6. The party of the first part agrees to pay the sum of ____N/A________ dollars to the party of the second part upon the satisfactory completion of the following work: _____N/A____
which work shall be completed within _N/A_ days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on ______________________________.

8. Exceptions and additional conditions: ______________________________
____
____

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 6TH day of April_________, 2021.

WITNESSES:

____

____

Marilyn L. Moses
____
John C Moore
____
Land Owner(s)

____
LPA Engineer or
designated representative

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that John Moses, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, he executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 6TH day of April, 2021.

NOTARY PUBLIC

EVONY BROWN NOTARY My Comm. Expires Dec. 15, 2024 PUBLIC ALABAMA STATE AT LARGE

STATE OF ALABAMA)
COUNTY OF MOBILE)

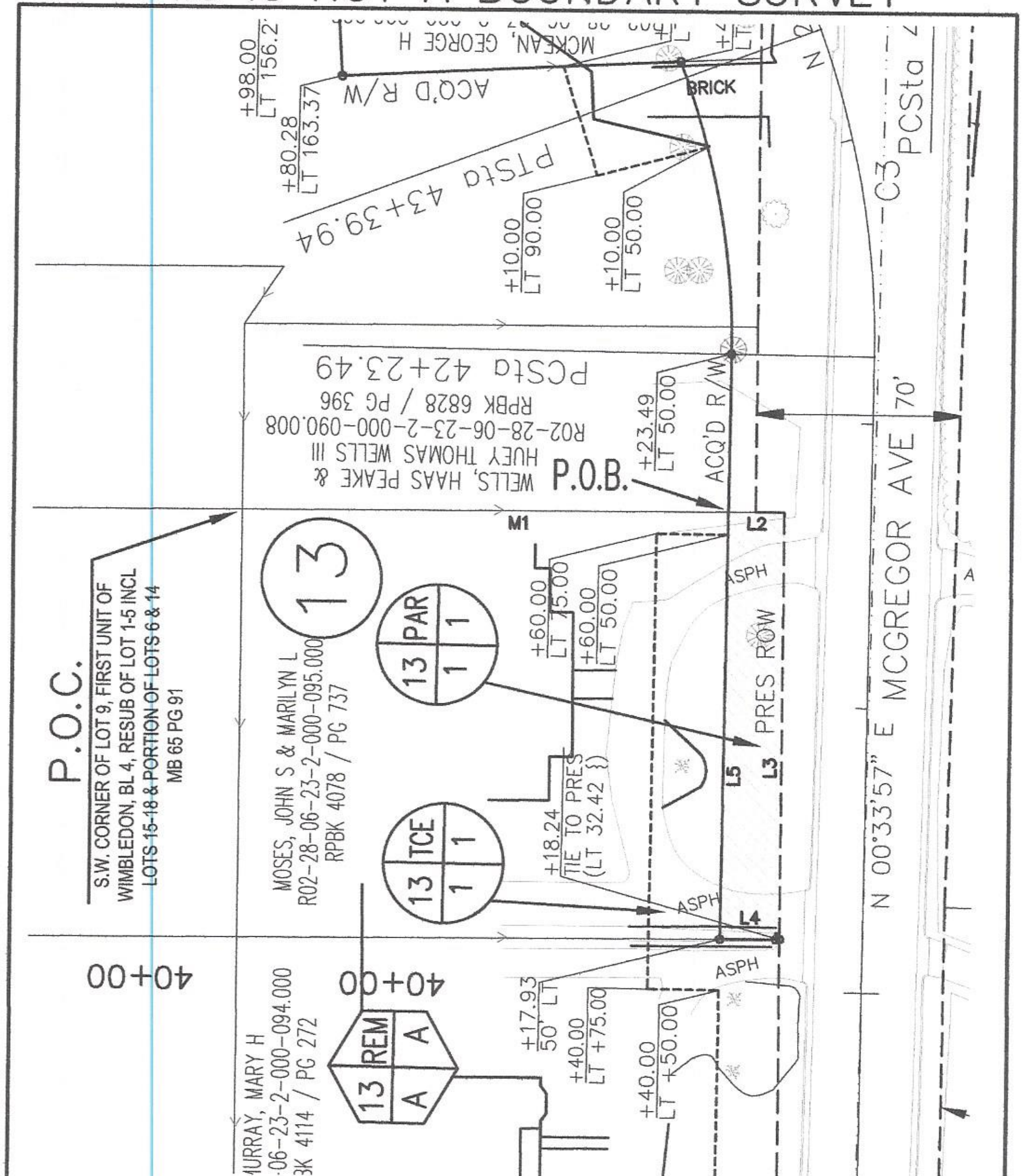
I, the undersigned, a Notary Public in and for said State and County, hereby certify that Marilyn Moses, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of said conveyance, she executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the 6TH day of April, 2021.

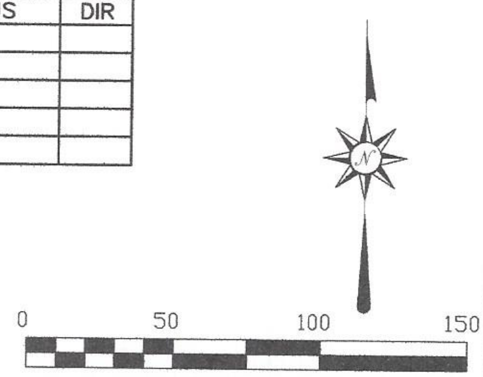
NOTARY PUBLIC

EVONY BROWN NOTARY My Comm. Expires Dec. 15, 2024 PUBLIC ALABAMA STATE AT LARGE

THIS IS NOT A BOUNDARY SURVEY



TRACT 13, PAR 1 OF 1				
AREA = 0.07 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°46'18"E	170.42'		
L2	N89°46'18"E	19.58'		
L3	S00°03'42"W	150.11'		
L4	S89°42'40"W	20.90'		
L5	N00°33'57"E	150.14'		



Tract #:	13	Scale:	1" = 50'
Grantor(s)		State:	Alabama
MOSES, JOHN S. & MARILYN L		County:	Mobile
Total Before:	0.66 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.07 AC	CPMS #:	100052600
Total Remainder:	0.59 AC	Date:	February 19, 2018
		Sketch:	1 of 1

Form ROW-12-A
Rev. 9/17

AGREEMENT
(Fee simple)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
Tract No. 20 PAR

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **Springhill Medical Complex, 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. 20** 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 **$73,900.00** 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:

___

___

___

and excludes payment for the following items appraised as personalty: N/A

___

3. The party of the first part offered $73,900.00 total to the party of the second part for the above referenced property. The party of the second part counter offered with $80,000.00. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the

party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: _______N/A____________________________________
____

6. The party of the first part agrees to pay the sum of ____N/A________ dollars to the party of the second part upon the satisfactory completion of the following work: _____N/A____
which work shall be completed within _N/A_ days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on ______________________________.

8. Exceptions and additional conditions: ______________________________
____
____

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 23rd day of June, 2020.

WITNESSES:

____

____

____
Land Owner(s)

____
LPA Engineer or
designated representative

Form ROW-12-A

Rev. 9/17

AGREEMENT
(Fee simple)

MOBILE COUNTY **Project No. STPMBF-7508(600)**

STATE OF ALABAMA **Tract No. _22 PAR1_**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **John Byron Williams and Julia Karcher Williams**, 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. _22_** 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 **$4,500.00** 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 known as Tract 22 PAR as shown on attached sketch________

____

____

and excludes payment for the following items appraised as personalty: ____N/A____

____

3. The party of the first part offered _$4,500.00_ total to the party of the second part for the above referenced property. The party of the second part counter offered with Amount offered plus some sort of safety barrier/privacy screen combination: 1) to replace loss of landscape that currently provides privacy that will be removed during project 2) to prevent a vehicle from reaching my property in the event it left the roadway. We request that this safety barrier/privacy screen be included in the project. The party of the first part accepts the counter offer.

4. The party of the second part agrees that the party of the first part shall have the right to enter the remaining land of the party of the second part, if any, for the purpose of removing and/or relocating structures and/or other improvements located partially or wholly within the right of way.

5. The party of the first part agrees that, in addition to the above sum to be paid to the party of the second part, the following work and/or construction is to be performed by the party of the first part as a right of way concession and/or mitigation of damages without cost to the party of the second part: ______N/A________________________________

____

6. The party of the first part agrees to pay the sum of ____N/A________ dollars to the party of the second part upon the satisfactory completion of the following work: ______N/A____ which work shall be completed within _N/A_ days from the date of notification of the approval of the terms of this agreement.

7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to the expiration of the ninety (90) day intended date of vacation notice, heretofore furnished the party of the second part, which expires on ______________________________.

8. Exceptions and additional conditions: ____________________________________
____
____

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 15TH day of MARCH, 2021.

WITNESSES:

Land Owner(s)

LPA Engineer or
designated representative

Form ROW-12-A TCE

Rev. 10/18

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY **Project No. STPMBF-7508(600)**

STATE OF ALABAMA **Tract No. _22 TCE1_**

THIS AGREEMENT made between the City of Mobile, party of the first part, acting by and through its Council, and **John Byron Williams and Julia Karcher Williams**, 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. _22_** 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 **$2,500.00** 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:

____

____

____

3. The party of the first part offered _$2500.00_ total to the party of the second part for the above referenced property. The party of the second part counter offered with ____________. The party of the first part accepts the counter offer.

4. The party of the 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 15^TH day of MARCH, 2021.

WITNESSES:

_______________________ _______________________

_______________________ _______________________
Land Owner(s)

_______________________ _______________________
LPA Engineer or
designated representative

FORM ROW-4
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.	13
		DATE:	February 19, 2018

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ______________________________dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), ______________________________ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SE ¼ of NW ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 13 on Project No STPMB-7508 (600) in Mobile County, Alabama and being more fully described as follows:

Parcel 1 of 1:

Commencing at the southwest corner of Lot 9, First Unit of Wimbledon, Block 4, Resubdivision of Lots 1-5 Incl., Lots 15-18 Incl. & a portion of Lots 6 & 14, as recorded in Map Book 65, Page 91 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 89°46'18" E and along the south line of said Lot 9 a distance of 170.42 feet to a point on the present west R/W line of McGregor Avenue (variable R/W), which point is the Point of BEGINNING;

thence N 89°46'18" E and along said present R/W line a distance of 19.58 feet to a point on said present R/W line;

thence S 00°03'42" W and along said present R/W line a distance of 150.11 feet to the Grantors South Property line, (said point offset 32.42' LT from project centerline at station 40+18.24);

thence S 89°42'40" W and along said south property line a distance of 20.90 feet, (said point offset 50.00' LT from project centerline at station 40+17.93);

thence N 00°33'57" E and along said acquired R/W line a distance of 150.14 feet to the Point of Beginning.

The described parcel contains 0.07 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of ______________________, 20___.

____

____

FORM ROW-4
Rev 10/09

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF ______________)

I, ____________________________, a Notary Public, in and for said County in said State, hereby certify that ____, whose name (s) ____, signed to the foregoing conveyance, and who ________ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, ____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ______ day of ______________________ 20______.

____

NOTARY PUBLIC

My Commission Expires ______________

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

________________ County

I, __________________________, a _____________________________ in and for said County, in said State, hereby certify that _____________________________________ whose name as ________________________________ of the______________________ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this ________ day of __________________, A.D. 20_____.

____

Official Title _________________________

FORM ROW-4
Rev 10/09

to

STATE OF ALABAMA

WARRANTY DEED

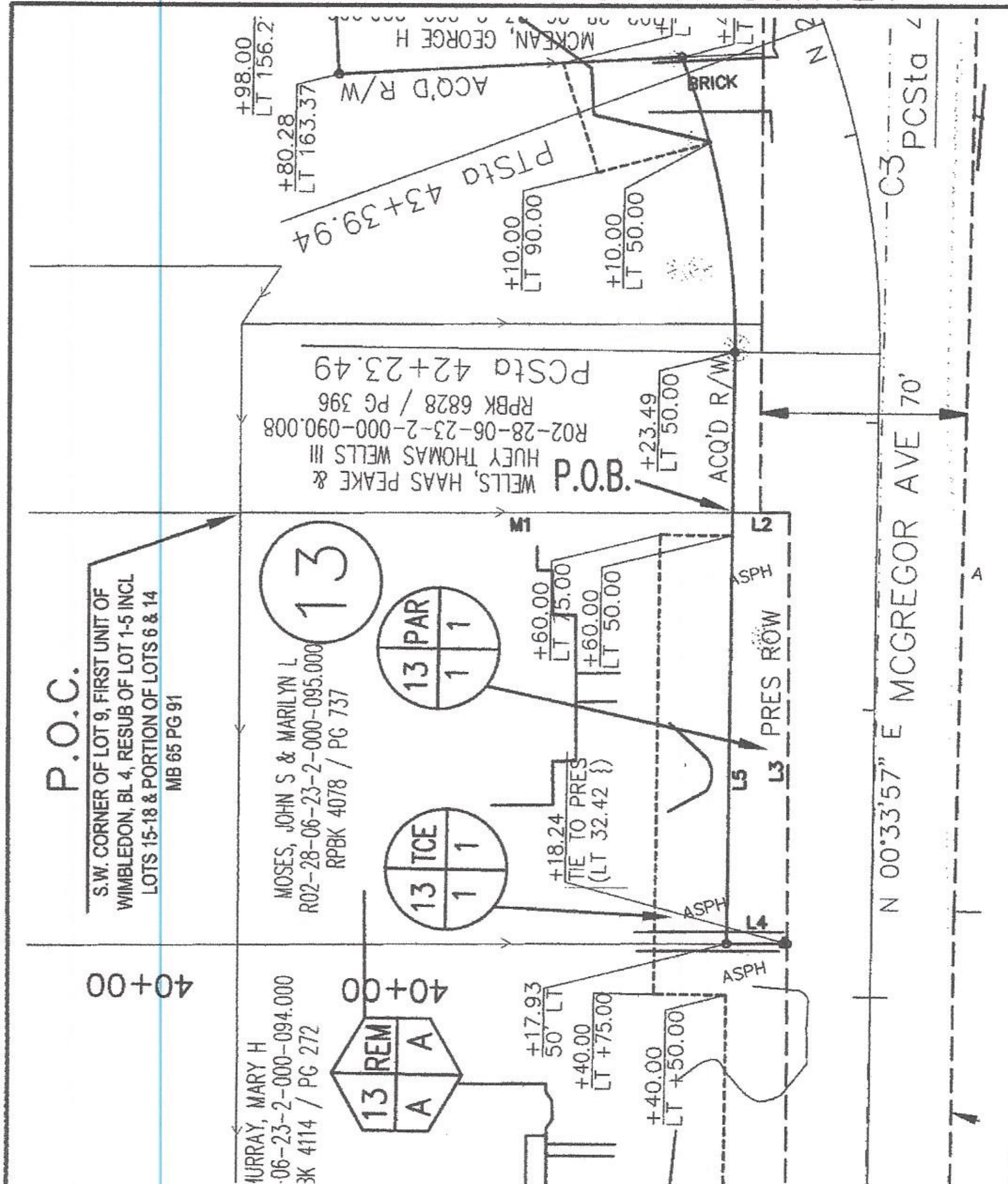
STATE OF ALABAMA

County of ____________________
I, ____________________
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_______o' clock___M., on the _____
day of __________________,20__,
and duly recorded in Deed Record____
page_______.
Dated _____day of ____________20__.

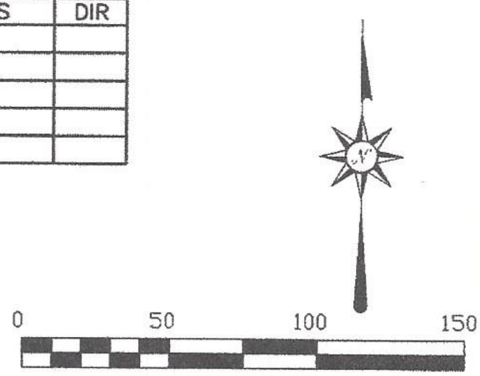
Judge of Probate

____________________County, Alabama.

THIS IS NOT A BOUNDARY SURVEY



TRACT 13, PAR 1 OF 1				
AREA = 0.07 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°46'18"E	170.42'		
L2	N89°46'18"E	19.58'		
L3	S00°03'42"W	150.11'		
L4	S89°42'40"W	20.90'		
L5	N00°33'57"E	150.14'		



Tract #:	13	Scale:	1" = 50'
Grantor(s)		State:	Alabama
MOSES, JOHN S. & MARILYN L		County:	Mobile
Total Before:	0.66 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.07 AC	CPMS #:	100052600
Total Remainder:	0.59 AC	Date:	February 19, 2018
		Sketch:	1 of 1

FORM ROW-4
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.**	**20**
		DATE:	**February 19, 2018**

FEE SIMPLE WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ____dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), ____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the City of Mobile the following described property:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 20 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, 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 89°03’57” W and along the south line of said Lot 1 a distance of 142.84 feet to a corner of said Lot 1;

thence N 00°56’12” E and along said Lot 1 a distance of 35.00 feet to a corner of said Lot 1;

thence N 89°03’57” W and along said Lot 1 a distance of 113.81 feet to a point on the acquired R/W line, said point being the point of BEGINNING;

thence N 89°03’57” W and along said Lot 1 a distance of 21.19 feet to a point on the present east R/W line of McGregor Avenue (variable R/W);

thence N 00°56’12” E and along said present R/W line a distance of 135.31 feet to a point on the present south R/W line of Berwyn Drive South (50’ R/W);

thence S 89°03’57” E and along said present R/W line distance of 60.07 feet to a point on said acquired R/W line;

thence S 46°56’14” W and along said acquired R/W line a distance of 51.62 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 99.47 feet to the point of BEGINNING.

The described parcel contains 0.08 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of _______________________, 20___.

____

____

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF ______________)

I, ___________________________, a Notary Public, in and for said County in said State, hereby certify that ____, whose name (s) ____, signed to the foregoing conveyance, and who ________ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, ____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ______ day of ______________________ 20______.

____
NOTARY PUBLIC

My Commission Expires _______________

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_________________ County

I, ___________________________, a ______________________________in and for said County, in said State, hereby certify that ______________________________________ whose name as _________________________________ of the________________________ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this ________ day of __________________, A.D. 20_____.

____

Official Title _________________________

to

STATE OF ALABAMA

WARRANTY DEED

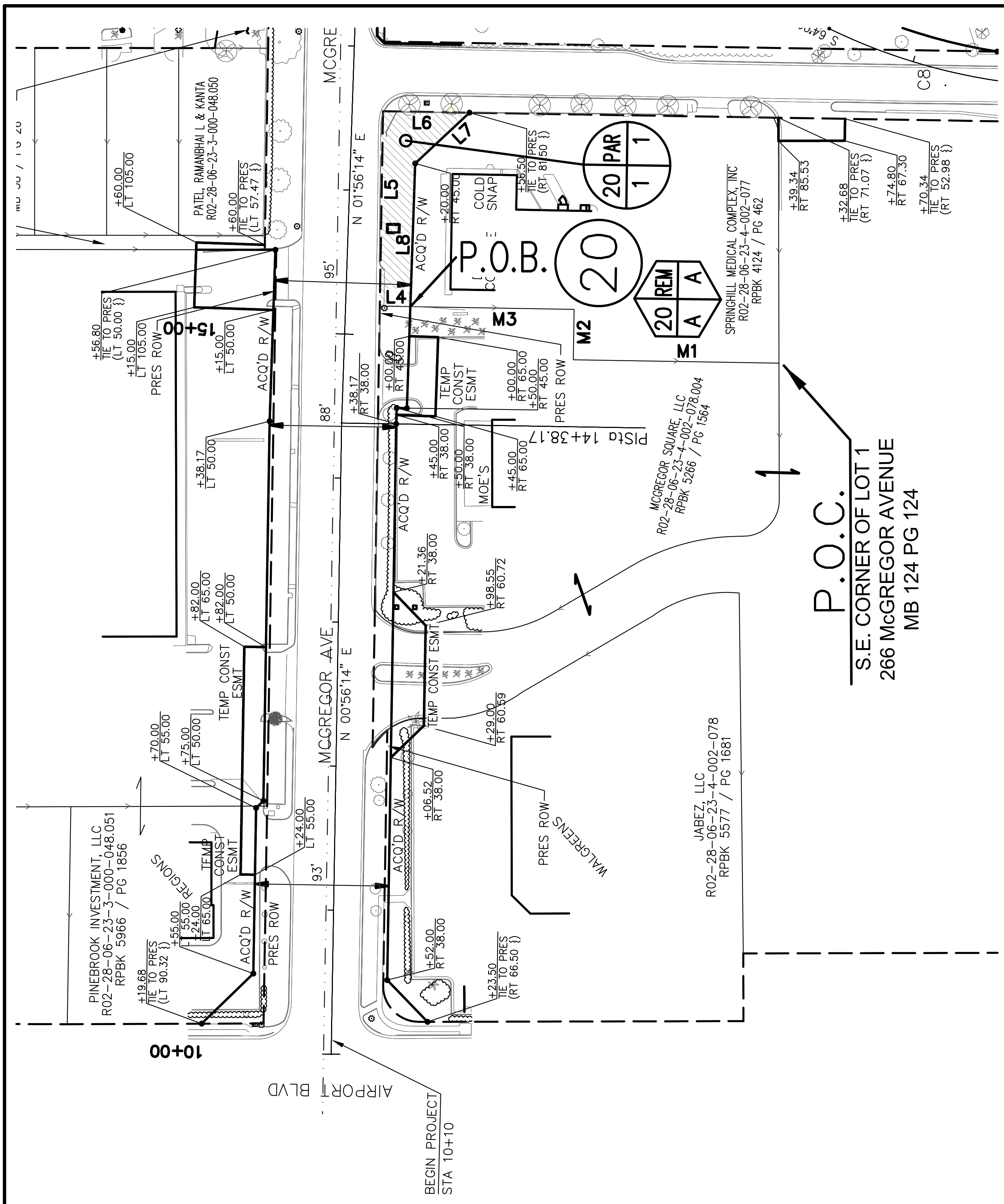
STATE OF ALABAMA

County of ____________________
I, ____________________
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_______o'clock___M., on the _____
day of _________________,20__,
and duly recorded in Deed Record____
page_______.
Dated _____day of ___________20__.

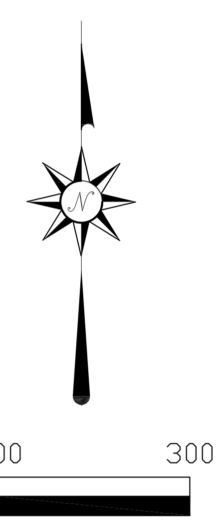
Judge of Probate

____________________County, Alabama.

THIS IS NOT A BOUNDARY SURVEY



TRACT 20, PARCEL 1 OF 1 AREA = 0.08 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N89°03'57"W	142.84'		
M2	N00°56'12"E	35.00'		
M3	N89°03'57"W	113.81'		
L4	N89°03'57"W	21.19'		
L5	N00°56'12"E	135.31'		
L6	S89°03'57"E	60.07'		
L7	S46°56'14"W	51.62'		
L8	S01°56'14"W	99.47'		



Tract #:	20	Scale:	1" = 100'
Grantor(s)		State:	Alabama
SPRINGHILL MEDICAL COMPLEX, INC.		County:	Mobile
Total Before:	0.97 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.08 AC	CPMS #:	100052600
Total Remainder:	0.89 AC	Date:	February 19, 2018
		Sketch:	1 of 1

ROW-FORM 6-A

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. 22
	DATE: MAY 4, 2018

DEED FOR TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ____________________________ dollar(s) cash in hand paid the receipt whereof is hereby acknowledged, I (we), the undersigned grantor(s) ____ have this day bargained and by these presents do hereby grant, bargain, convey, transfer, and deliver unto the City of Mobile a temporary easement and right of way for the following purposes, to-wit: The right to enter upon the hereinafter described land and to grade, level, fill, drain, pave and build a road or highway, together with such bridges, culverts, ramps, and cuts as may be necessary, on, over and across the ground embraced within the boundaries of a tract or parcel of my (our) land situated in the County of Mobile , State of Alabama.

The easement and right of way hereby granted is more particularly located and described as follows, to-wit: And as shown on the right-of-way map of Project No. STPMB-7508 (600) of record in the City of Mobile, a copy of which is also deposited in the Office of the Judge of Probate of Mobile County, Alabama as an aid to persons and entities interested therein and as shown on the Property Plat attached hereto and made a part hereof:

TEMPORARY CONSTRUCTION EASEMENT

TEMPORARY CONSTRUCTION EASEMENT NO. 1 OF 1:

A part of the SW ¼ of SE ¼, Section 23, Township 4 South, Range 2 West, identified as Tract No. 22 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, Hillwood Subdivision, as recorded in Map Book 34, Page 39 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 87°39’57” W and along the south line of said Lot 1 a distance of 90.06 feet to a point on the acquired R/W line;

thence N 00°59’27” E and along said acquired R/W line a distance of 24.89 feet to a point on said acquired R/W line (said point offset 50.0' RT of and perpendicular to project centerline at station 21+90.00);

thence N 44°00’33” W and along said acquired R/W line a distance of 7.07 feet to a point on the acquired TCE line, which point is the point of BEGINNING;

thence N 44°00’33” W and along said acquired R/W line a distance of 7.07 feet to a point on said acquired R/W line;

thence N 00°59’27” E and along said acquired R/W line a distance of 145.94 feet to a point on said acquired R/W line;

thence following the curvature thereof an arc distance of 16.07 feet and along said acquired R/W line to a point on said acquired TCE line (said arc having a chord bearing of N 19°26'42" E, a clockwise direction, a chord distance of 15.80 feet, and a radius of 24.95 feet);

thence S 00°59’27” W and along said acquired TCE line a distance of 165.93 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(s) hereby covenant(s) with the City of Mobile that I (we) am (are) lawfully seized and possessed of the afore-described tract or parcel of land; that I (we) have a good and lawful right to convey it; that it is free from all encumbrances; and that I(we) will warrant and forever defend the title and quiet possession thereto against the lawful claims of all persons whomsoever.

As a further consideration for the payment of the price above stated, I (we) hereby release the City of Mobile, its employees and officials, from all claims for damage, from whatsoever cause, present or prospective, incidental or consequential, to the exercise of any of the rights herein granted.

The grantor hereby grants permission, with right of ingress and egress, to grantor’s adjoining property at any time during construction period of project for purpose of moving grantor’s buildings and/or structures from the above described right of way.

In witness I (we) have hereunto set my (our) hand(s) and seal(s) this the ______ day of __________________________, 20__.

___________________________________(LS)

___________________________________(LS)

___________________________________(LS)

ROW-FORM 6-A

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF ______________)

I, ___________________________, a Notary Public, in and for said County in said State, hereby certify that ____, whose name(s) ____, signed to the foregoing conveyance, and who ________ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance,____ executed the same voluntarily on the day the same bears date.
Given under my hand and official seal this ______ day of ______________________ 20___.

____
NOTARY PUBLIC
My Commission Expires
____

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_________________ County

I, ____________________________, a _________________________________in and for said County, in said State, hereby certify that ______________________________________ whose name as _________________________________ of the________________________ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this ________ day of __________________, A.D. 20____.

____

Official Title
____

to
STATE OF ALABAMA

TEMPORARY EASEMENT

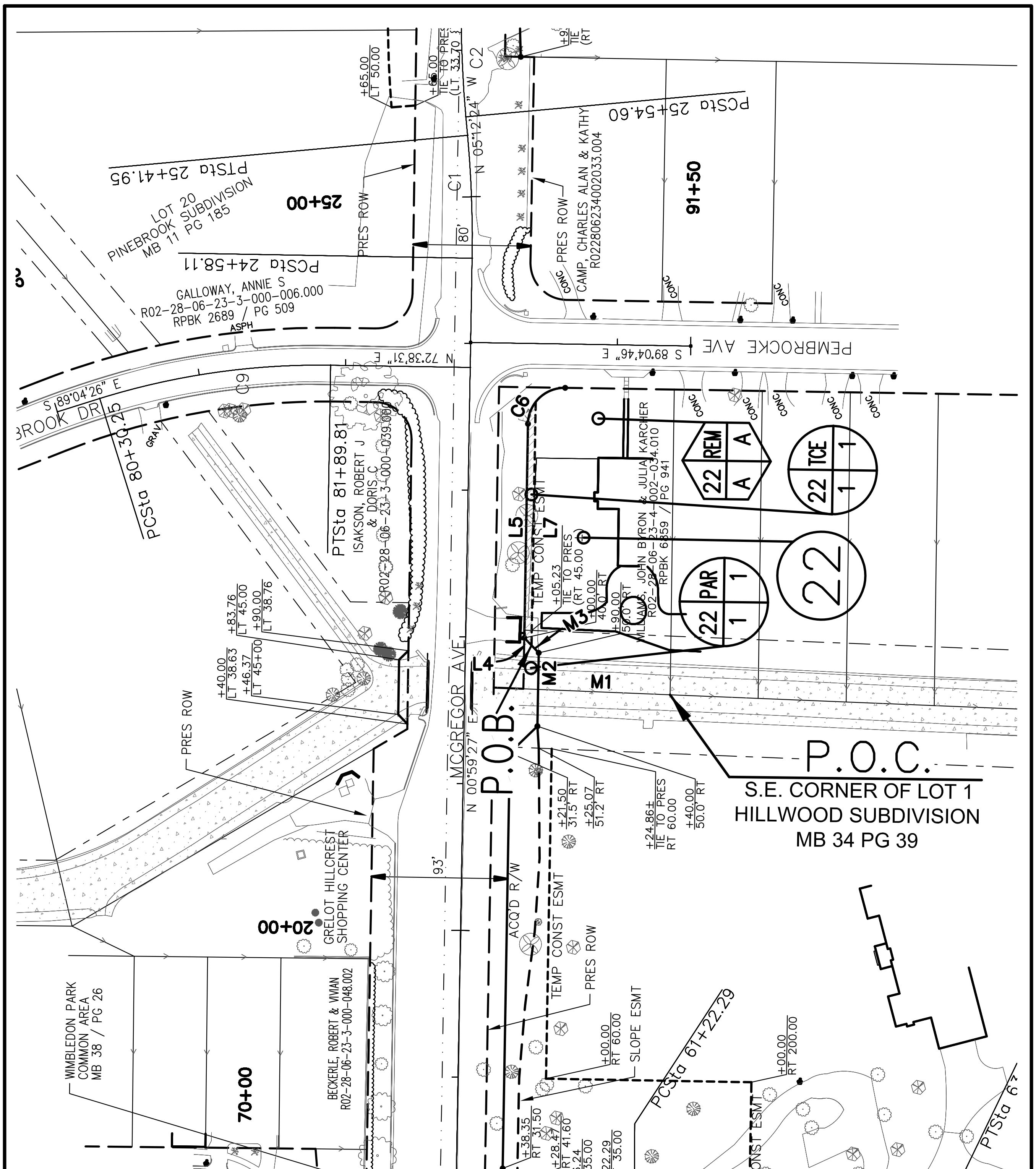
STATE OF ALABAMA

County of ____________
I, ____________
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
____ o'clock ____ M., on the ____
day of ____________, 20____,
and duly recorded in Deed Record ____
page ____.
Dated____ day of ____________ 20__.

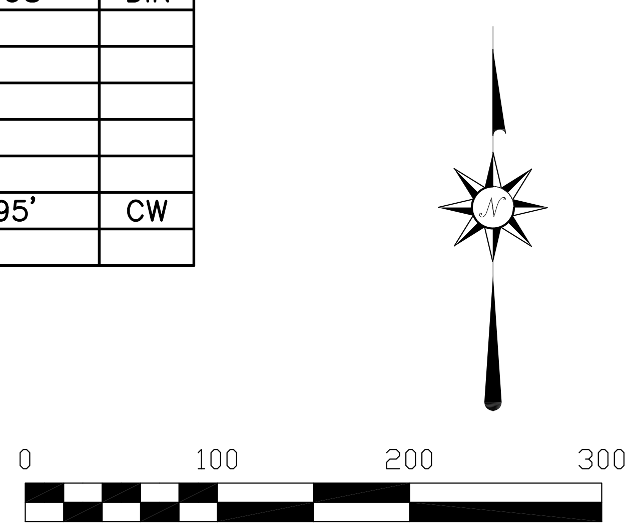
Judge of Probate

____________ County, Alabama.

THIS IS NOT A BOUNDARY SURVEY



TRACT 22, TCE 1 OF 1				
AREA = 0.02 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N87°39'57"W	90.06'		
M2	N00°59'27"E	24.89'		
M3	N44°00'33"W	7.07'		
L4	N44°00'33"W	7.07'		
L5	N00°59'27"E	145.94'		
C6	N19°26'42"E	15.80'	24.95'	CW
L7	S00°59'27"W	165.93'		



Tract #:	22	Scale:	1" = 100'
Grantor(s)		State:	Alabama
WILLIAMS, JOHN BYRON & JULIA KARCHER		County:	Mobile
Total Before:	0.48 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.01 AC	CPMS #:	100052600
Total Remainder:	0.47 AC	Date:	May 4, 2018
		Sketch:	1 of 1

FORM ROW-4
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.**	**22**
		DATE:	**MAY 4, 2018**

FEE SIMPLE
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of ____________________________________dollar(s), cash in hand paid to the undersigned by the City of Mobile, the receipt of which is hereby acknowledged, I (we), the undersigned grantor(s), ____ have this day bargained and sold, and by these presents do hereby grant, bargain, sell and convey unto the State of Alabama 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. 22 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, Hillwood Subdivision, as recorded in Map Book 34, Page 39 of the records in the office of the Judge of Probate, Mobile County, Alabama;

thence N 87°39'57" W and along the south line of said Lot 1 a distance of 90.06 feet to a point on the acquired R/W line, which point is the point of BEGINNING;

thence N 87°39'57" W and along the south line of said Lot 1 a distance of 10.00 feet to Grantor's west property line;

thence N 00°59'27" E and along Grantor's said property line a distance of 34.66 feet to a point on said acquired R/W line (said point offset 40.00' RT of and perpendicular to project centerline at station 22+00.00)

thence S 44°00'33" E and along said acquired R/W line a distance of 14.14 feet to a point on said acquired R/W line (said point offset 50.00' RT of and perpendicular to project centerline at station 21+90.00);

thence S 00°59'27" W and along said acquired R/W line a distance of 24.89 feet to the point of BEGINNING.

The described parcel contains 0.01 acre, more or less.

And as shown on the right of way map of record in the offices of the City of Mobile, a copy of which is also deposited in the office of the Judge of Probate as an aid to persons and entities interested therein and as shown on the Property Sketch attached hereto and made a part hereof.

TO HAVE AND TO HOLD, unto the City of Mobile, its successors and assigns in fee simple forever.

AND FOR THE CONSIDERATION AFORESAID, I (we) do for myself (ourselves), for my (our) heirs, executors administrators, successors, and assigns covenant to and with the City of Mobile that I (we) am (are) lawfully seized and possessed in fee simple of said tract or parcel of land hereinabove described; that I (we) have a good and lawful right to sell and convey the same as aforesaid; that the same is free of all encumbrances, liens, and claims, except the lien for advalorem taxes which attached on October 1, last past, and which is to be paid by the grantor; and that I (we) will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

THE GRANTOR(S) HEREIN FURTHER COVENANT(S) AND AGREE(S), that the purchase price above-stated is in full compensation to him-her (them) for this conveyance, and hereby release the City of Mobile and all or its employees and officers from any and all damages to his/her (their) remaining property contiguous to the property hereby conveyed arising out of the location, construction, improvement, landscaping, maintenance or repair of any public road or highway that may be so located on the property herein conveyed.

IN WITNESS WHEREOF, I (we) have hereunto set my (our) hand(s) and seal this the _____ day of _______________________, 20___.

____

____

FORM ROW-4
Rev 10/09

ACKNOWLEDGMENT

STATE OF ALABAMA)

COUNTY OF ______________)

I, ___________________________, a Notary Public, in and for said County in said State, hereby certify that ____, whose name (s) ____, signed to the foregoing conveyance, and who ________ known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, ____ executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this ______ day of ______________________ 20______.

____
NOTARY PUBLIC

My Commission Expires _______________

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA

_________________ County

I, ____________________________, a ______________________________in and for said County, in said State, hereby certify that ______________________________________ whose name as _________________________________ of the________________________ Company, a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this ________ day of __________________, A.D. 20_____.

____

Official Title _________________________

to

STATE OF ALABAMA

WARRANTY DEED

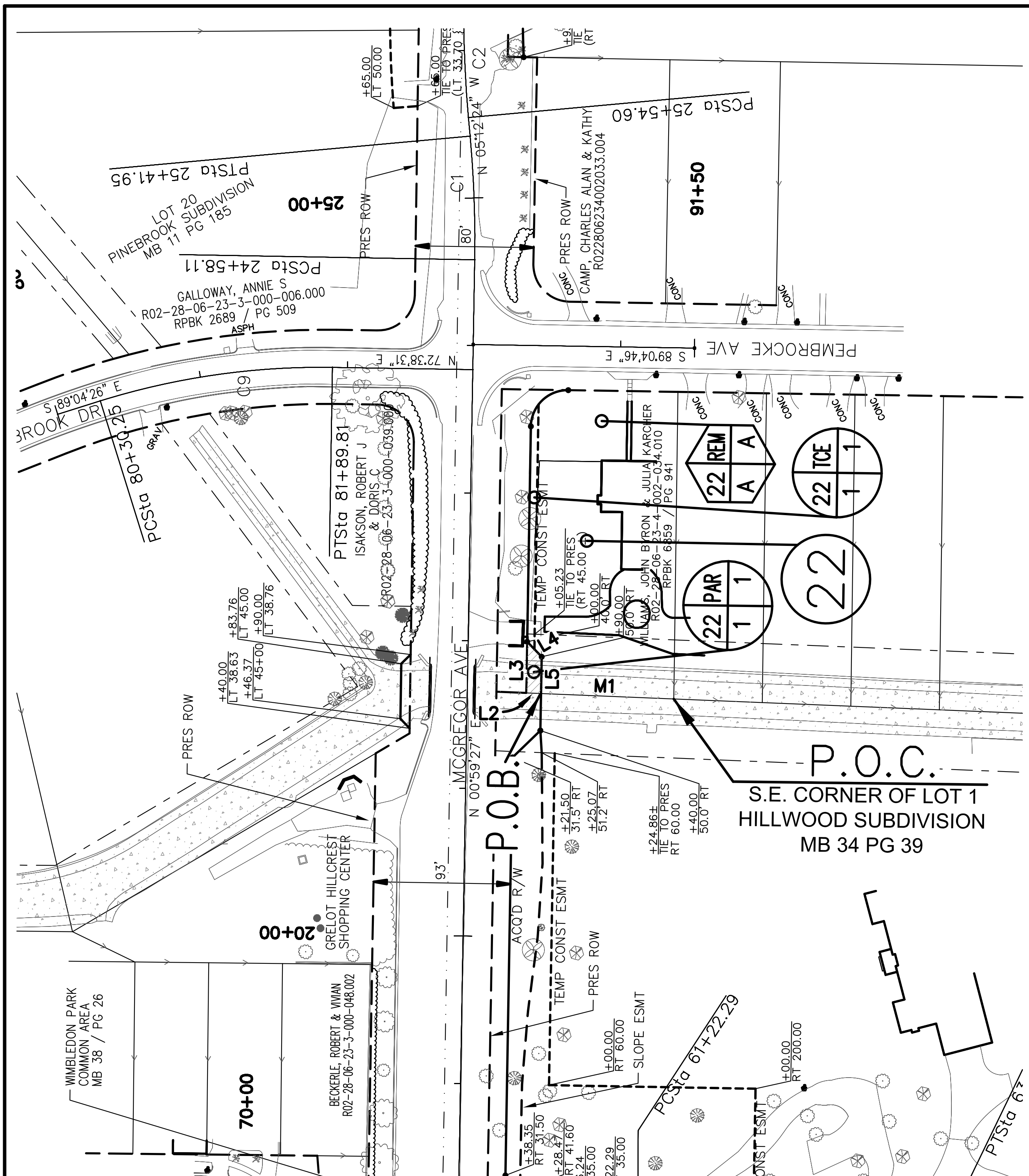
STATE OF ALABAMA

County of ____________________
I, ____________________
Judge of Probate in and for said County,
Hereby certify that the within
Conveyance was filed in my office at
_______o'clock___M., on the _____
day of _________________,20__,
and duly recorded in Deed Record____
page_______.
Dated _____day of ___________20__.

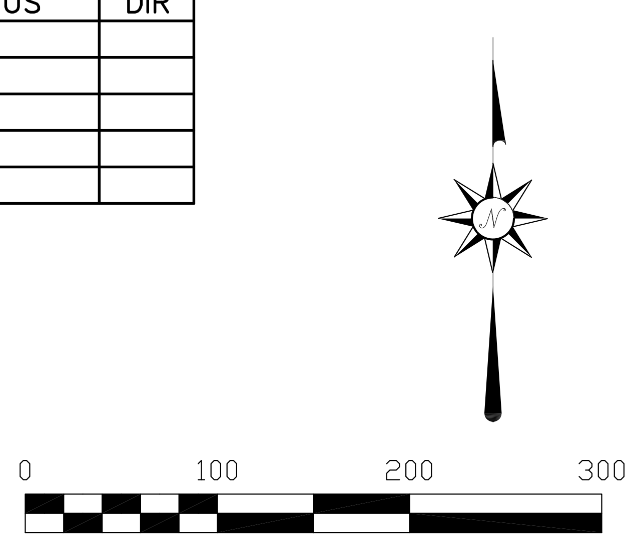
Judge of Probate

____________________County, Alabama.

THIS IS NOT A BOUNDARY SURVEY



TRACT 22, PARCEL 1 OF 1				
AREA = 0.01 AC.				
COURSE	BEARING	DISTANCE	RADIUS	DIR
M1	N87°39'57"W	90.06'		
L2	N87°39'57"W	10.00'		
L3	N00°59'27"E	34.66'		
L4	S44°00'33"E	14.14'		
L5	S00°59'27"W	24.89'		



Tract #:	22	Scale:	1" = 100'
Grantor(s)		State:	Alabama
WILLIAMS, JOHN BYRON & JULIA KARCHER		County:	Mobile
Total Before:	0.48 AC	Project:	STPMB-7508 (600)
Total Acquired:	0.01 AC	CPMS #:	100052600
Total Remainder:	0.47 AC	Date:	May 4, 2018
		Sketch:	1 of 1

01-290 **RESOLUTION** 1 2012

Sponsored by: Mayor Samuel L. Jones
Councilmember Copeland

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

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a construction agreement, by and between the City of Mobile and Alabama Department of Transportation, for work as outlined in the agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Alabama Department of Transportation

Project Name: McGregor Ave. from Dauphin St. to Airport Blvd.
Mobile County STPMB-7508 () *Right of Way Agreement*

Estimated Total Cost: $2,080,000.00

Estimated City Funds: $416,000.00

Adopted: JUL 3 1 2012

Lisa C. Lambert
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:

Lisa C Lambert
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.

Lisa C Lambert
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:

Lisa C Lambert
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:

V E Calametti
Division Engineer, Vincent E. Calametti

____
Multimodal Transportation Engineer
Robert J. Jilla

____
Chief Engineer, D. W. Vaughn

STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION

____
Transportation Director,

The foregoing Agreement is hereby approved by the Governor of the State of Alabama this ________ day of ______________________, 20________.

____
GOVERNOR OF ALABAMA,

7/18/90 **Exhibit M**

CERTIFICATION

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal 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.

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Michelle Melton, Deputy Director, REAM

Sponsored by:

Mayor William S. Stimpson and Councilman Fredrick D. Richardson, Jr.

Purpose and Scope of Project:

This request is on behalf of Real Estate to recommend offering undeveloped property (214 ± acres) along Shelton Beach Road for sale.This declaration is necessary to perform essential minimum functions of the Council and is necessary pursuant to the City of Mobile Real Estate Policy. In the event the City receives an offer of purchase under favorable terms and conditions, the Purchase and Sale Agreement will be presented to the Council for consideration of an ordinance declaring the property no longer needed for municipal purposes. A harm in a delay will result in a loss of potential sale of City-owned property that currently does not yield any revenue.

Amount of Contract:

N/A

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Draft Resolution	Resolution Letter	4/13/2021
Routing Form	Executive Summary	4/13/2021
Ex. A to Draft Resolution	Exhibit	4/13/2021

REVIEWERS:

Department	Reviewer	Action	Date

Real Estate Asset Management	Melton, Michelle	Approved	4/13/2021 - 4:31 PM
Legal	Kern, Chris	Approved	4/13/2021 - 5:28 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 1:30 PM

2021

RESOLUTION

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

WHEREAS, the City of Mobile owns real property consisting of approximately two hundred fourteen (214) undeveloped acres (the subject property), located along Shelton Beach Road Extension, Mobile, AL 36618, and described in Exhibit A (attached); and

WHEREAS, the City has not ever utilized the property and is currently not utilizing the property; and

WHEREAS, the City would benefit from a sale of the subject property under favorable terms and conditions;

NOW, THEREFORE, the City Council of the City of Mobile hereby RESOLVES:

That it does not object to offering the subject property for sale. In the event that the City receives an offer to purchase under favorable terms and conditions, the purchase agreement will be presented to the Council for consideration, and the Council may, if it deems appropriate, adopt an ordinance declaring the property not needed for public purpose and authorizing the execution of the purchase agreement.

BE IT FURTHER RESOLVED that the City Council of the City of Mobile, Alabama, finds that this resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Adopted:

____

City Clerk

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: N/A; 214 acres vacant undeveloped land located off of Shelton Beach Road Extension (Key Nos: 326481; 326506; 326515; and 1659734.

City Council District and Zoning: District 1 (Richardson) and R-1

Sale or Lease: Sale

II. Acquisitions by City:

- How Acquired via Deed from Harry Piser for $1,800.00.
- When 1904
- Special Circumstances (if applicable): ______________________

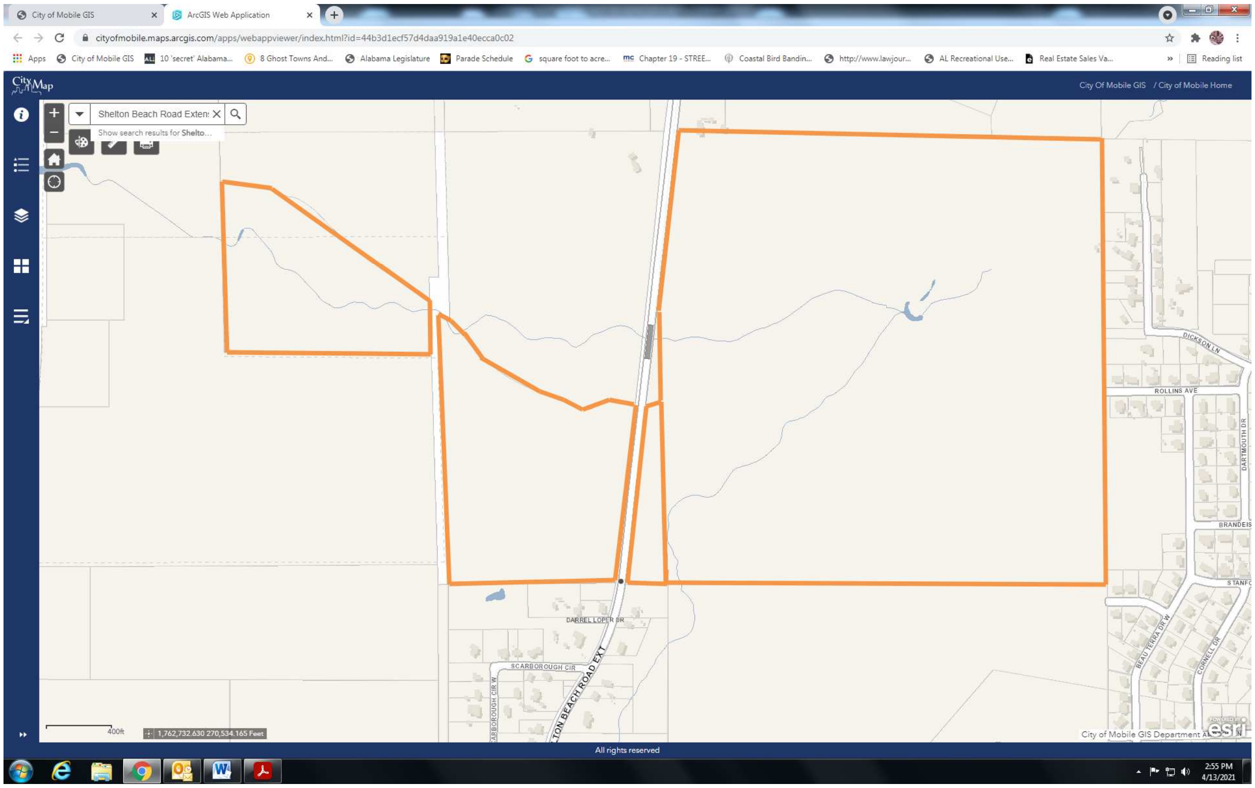
____

III. Why Sale/Lease recommended: Subject property never developed and is currently unkempt posing potential danger. No deed restrictions

EXHIBIT A

Approximately 214 acres off of Shelton Beach Road Extension

Key #s: 326481, 326506, 326515, and 1659734



AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

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 Evelyn Strickland

Amount of Contract:
n/a

Effective Date of Contract:
4/27/2021

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Strickland

Discretionary Funds n/a

Project String n/a

Contract Number:72007200 - 42135 funding source

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/13/2021 - 10:00 AM
Mayors Office	Barber, James	Approved	4/15/2021 - 1:29 PM
Legal	Kern, Chris	Approved	4/13/2021 - 10:14 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
Ricardo Woods, Legal Department

Sponsored by:
Mayor Stimpson

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Gauthier, Lana	Approved	4/19/2021 - 4:08 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Ricardo Woods, Legal Department

Sponsored by:

Mayor Stimpson

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Gauthier, Lana	Approved	4/19/2021 - 4:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

James Barber, Chief of Staff

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

A comprehensive oncology healthcare and research center located in Mobile and is the major cancer treatment center for the Gulf Coast.

Amount of Contract:

250,000.00

Funding Source

Project # USA Cancer Center P0058

Discretionary Funds

Project String 20002000 42080

Contract Number:3238

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	4/16/2021 - 5:14 PM
Legal	Kern, Chris	Approved	4/19/2021 - 10:52 AM
Mayors Office	Barber, James	Approved	4/19/2021 - 12:42 PM
Legal	Kern, Chris	Approved	4/19/2021 - 10:52 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Merchant, Mary Ann	Approved	4/22/2021 - 10:08 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
4/27/2021

Funding Source

Project # 960 Bernice Hudson Drive - ME-124-20 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	4/22/2021 - 9:55 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:
Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:
Councilmember C. J. Small - District 3

Purpose and Scope of Project:
Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:
N/A

Effective Date of Contract:
4/27/2021

Funding Source

Project # 1504 Terrell Road - ME-158-20 | **Discretionary Funds** N/A
Project String N/A | **Contract Number:** N/A
Budget Amendment **REDUCE** N/A **INCREASE** N/A
Grant Funds N/A | **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	4/22/2021 - 9:56 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER BESS RICH

Purpose and Scope of Project:
FUNDS WILL BE USED TO SUPPORT THE MOTHER'S DAY CONCERT BY THE MOBILE SYMPHONY YOUTH ORCHESTRA AT THE MOBILE BOTANICAL GARDENS ON SUNDAY, MAY 9, 2021

Amount of Contract:
$750.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	4/21/2021 - 1:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Jeremy Lami, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

500.00

Funding Source

Project #	**Discretionary Funds**
Project String 1100-1100-49320	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Merchant, Mary Ann	Approved	4/22/2021 - 1:51 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Nick Amberger, P.E. City Engineer

Sponsored by:

Mayor William S. Stimpson and Council-members Fredrick D. Richardson, C.J. Small and Bess Rich

Purpose and Scope of Project:

To accept a contract with James H. Adams & Son Construction Company, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-Public Works (Infrastructure/ Construction/other related services.)

Amount of Contract:

$229,444.00

Funding Source

Project # C0416	**Discretionary Funds**
Project String 20002000-48010	**Contract Number:**3245
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/19/2021 - 3:15 PM
Capital	Hollins, Tiffany	Approved	4/19/2021 - 4:34 PM
Legal	Kern, Chris	Approved	4/20/2021 - 12:35 PM
Mayors			4/22/2021 - 1:33

Office	Barber, James	Approved	PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Intergovernmental Agreement with Mobile County to allow the 13th Judicial Circuit Court System to use portions of the Mobile Civic Center

Amount of Contract:

n/a

Effective Date of Contract:

5/4/2021

Funding Source

Project # Resolution for Intergovernmental Agreement with Mobile County for Civic Center

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
Councilmember Levon Manzie
Mayor William S. Stimpson

Amount of Contract:
$250,000.00

Effective Date of Contract:
5/4/2021

Funding Source

Project # Resolution for Intergovernmental Agreement with Mobile County re Africatown

Discretionary Funds n/a

Project String C0533-20002000-42140

Contract Number: 3247

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	4/22/2021 - 1:19 PM
Legal	Kern, Chris	Approved	4/22/2021 - 1:21 PM
Capital	Hollins, Tiffany	Approved	4/22/2021 - 2:01 PM
Mayors Office	Barber, James	Approved	4/22/2021 - 2:50 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve purchase order for mobile device forensic software.

General Fund.

Amount of Contract:
$38,602.97

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Jerry Pate Turf & Irrigation Inc for two Club Car 502G utility vehicles.

General fund.

Amount of Contract:

$21,088.40

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210422 Pate Agenda Package POs	Cover Memo	4/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:30 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	**Fiscal Year**	**Department**	**Description**	**Amount**	**Vendor**
8047	2021	(F6130) AZALEA CITY GOLF COURSE	TWO CLUB CAR 502G UTILITY VEHICLES (SEALED BID 5537)	$21,088.40	(101098) JERRY PATE TURF & IRRIGATION INC

Adopted:

____
City Clerk

```
================================================================================
  Bill To                                  |           Requisition 00008047-00  FY 2021
  ACCOUNTS PAYABLE                         |
  P O BOX 389                              |Acct No:
                                           |6130.70.20.0000.0000.2005.0000.0000.47010.
  MOBILE, AL                               |Review:
  36601                                    |Buyer:
  vendorinvoices@cityofmobile.org          |Status: Approved                     Page 1
================================================================================
  Vendor                                       Ship To
  JERRY PATE TURF & IRRIGATION INC             AZALEA CITY GOLF COURSE
  301 SCHUBERT DRIVE                           1000 GAILLARD DRIVE

                                               MOBILE, AL 36608
  PENSACOLA, FL 32504

  Tel#800-700-7001                             Delivery Reference
      Fax 850-484-8596                         BRIAN AARON

                                               Deliver To
                                               AZALEA CITY GOLF COURSE
                                               1000 GAILLARD DRIVE

                                               MOBILE, AL 36608


--------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |         |Department
  Ordered    |Number |Required  |Via        |Terms    |
--------------------------------------------------------------------------------
  03/16/21   |101098 |          |                     |AZALEA CITY GOLF COURSE
--------------------------------------------------------------------------------
 LN Description / Account                           Qty    Unit Price     Net Price

001 GOLF COURSE MAINT TOOL/EQUIP:                  2.00   10544.20000      21088.40
    UTILITY VEHICLE, CLUB CAR 502                  EACH
    VENDOR TO PROVIDE CLUB CAR 502G
    CARRYALL  AS PER MY BID #5537 AND
    YOUR QUOTE
    Vendor Item

   1 6130.70.20.0000.0000.2005.0000.0000.47010.                         21088.40

    Ship To
    AZALEA CITY GOLF COURSE
    1000 GAILLARD DRIVE
    MOBILE, AL 36608
    Delivery Reference
    BRIAN AARON

    Deliver To
    AZALEA CITY GOLF COURSE
    1000 GAILLARD DRIVE
    MOBILE, AL 36608
```

Requisition Link

```
                                     Requisition Total                    21088.40

     ***** General Ledger Summary Section *****
     Account                                            Amount   Remaining Budget
     6130.70.20.0000.0000.2005.0000.0000.47010.
                                                      21088.40
        AZALEA CITY GOLF COURSE EXP     EQUIPMENT (GREATER $5000)
```

```
================================================================================
  Bill To                           |          Requisition 00008047-00  FY 2021
  ACCOUNTS PAYABLE                  |
  P O BOX 389                       |Acct No:
                                    |6130.70.20.0000.0000.2005.0000.0000.47010.
  MOBILE, AL                        |Review:
  36601                             |Buyer:
  vendorinvoices@cityofmobile.org   |Status: Approved                   Page 2
================================================================================
  Vendor                                Ship To
  JERRY PATE TURF & IRRIGATION INC      AZALEA CITY GOLF COURSE
  301 SCHUBERT DRIVE                    1000 GAILLARD DRIVE

                                        MOBILE, AL 36608
  PENSACOLA, FL 32504

  Tel#800-700-7001                      Delivery Reference
      Fax 850-484-8596                  BRIAN AARON

                                        Deliver To
                                        AZALEA CITY GOLF COURSE
                                        1000 GAILLARD DRIVE

                                        MOBILE, AL 36608


--------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship      |         |
  Ordered    |Number |Required  |Via       |Terms    |Department
--------------------------------------------------------------------------------
  03/16/21   |101098 |          |                    |AZALEA CITY GOLF COURSE
--------------------------------------------------------------------------------
 LN Description / Account                       Qty     Unit Price     Net Price
     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     CCancelled04/22/21   JOHN PAINE              GL Allocation changed
     Forward   03/22/21   HEATHER KIHYET          Automatic Forward to 9105paij
     Approved  04/22/21   DONNA MICHELE STANLEY   Auto approved by: 9105paij
     Approved  04/22/21   DONALD ROSE             Auto approved by: 9105paij
     Approved  04/22/21   SANDRA LEWIS            Auto approved by: 9105paij
     Approved  04/22/21   JOHN PAINE


             Authorized By: ___________________________  Date: _____________
                                     Signature
```

BID TABULATION FOR BID #5537
TRUCKSTER/UTILITY VEHICLE

	CART DR	JERRY PATE TURF AND IRRIGATION
UTILITY CARS	$10,650.00	$10,544.20
	*DID NOT MEET SPECS	

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: 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:
03/30/2021	5537	To Be Specified	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 A.M., Friday, April 16, 2021

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
	TRUCKSTER/UTILITY VEHICLE					
Appx 1 to 3	New Club Car 502 Turf, or equal, Carry all Utility Vehicle as per the following and attached specifications.					
	State warranty: ______________________					
	Make ____________________ Model ________________					
	Furnish Literature & Specifications on product bid.					
	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.					
	Page 1 of 2					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name ______________________

Typed Signature ______________________

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

By ______________________

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		EXTENSION	
			Dollars	Cents	Dollars	Cents

Page 2 of 2

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

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

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

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

Upon Award the City will purchase one (1) carry all utility vehicles.

Pricing to be firm for a six (6) month period following the award of this bid.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

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

SPECIFICATIONS FOR UTILITY VEHICLE
Club Car 502 or equal
Current year model

- Engine = gasoline, four cycle, 14.0 horsepower, 429 cc, single cylinder, pedal start, electronic fuel injection
- Fuel capacity = 5.5 gallons
- Transmission = continuously variable transmission
- Ground speed = minimum top speed of 15mph
- Frame chassis = aluminum I-beam
- Rear body = all aluminum
- Towing capacity = 1500 pounds
- Bed load capacity = 800 pounds
- Cargo box capacity = 12 cubic feet
- Cargo box = all aluminum with rubber liner in floor of bed; single handed latch & release tailgate; configurable and removable track-based bed attachment system for carrying various tools
- Brakes = foot operated with parking lock, 4-wheel mechanical drum
- Tires = 18 x 8.5 x 8, turf tread
- Ground clearance = minimum 5 inches
- Suspension = leaf springs with dual hydraulic shocks on front & rear
- Warranty = 3-year/3000 hour powertrain and frame; 2-year on remainder of vehicle
- Accessories = manual bed dump, LED headlights, electronic fuel gauge & hour meter, low oil warning light, 2 cup holders, heavy duty trailer hitch, heavy duty front brush guard, differential guard, clip-on/fold down windshield, canopy top, tailgate tether, front cowl & trim to be green in color

Vendor shall provide a parts, service and owner's manual in both electronic/digital and printed/paper forms.

Manufacturer must have a full-service dealer location within 75 miles of the City of Mobile, AL that is (1) capable of making any & all repairs to this unit and (2) has an ample supply of commonly used parts in stock (belts, fluids, filters, etc.).

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: 4/27/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To approve issuance of purchase order to Graybar Electric Co Inc for 50 Navion LED Roadway Luminaires.

CIP.

Amount of Contract:

$43,995.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210419 Graybar Agenda Package POs	Cover Memo	4/19/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:32 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**
7341	2021	(2062) ELECTRICAL	50 NAVION LED ROADWAY LUMINAIRES (SEALED BID 5533)	$42,995.00	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

____
City Clerk

```
===============================================================================
  Bill To                             |         Requisition 00007341-00   FY 2021
  ACCOUNTS PAYABLE                    |
  P O BOX 389                         |Acct No:
                                      |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                          |Review:
  36601                               |Buyer:  910518227
  vendorinvoices@cityofmobile.org     |Status: Released                    Page 1
===============================================================================
  Vendor                                  Ship To
  GRAYBAR ELECTRIC CO INC                 ELECTRICAL
  4359 HALLS MILL RD                      854 GAYLE STREET

                                          MOBILE, AL 36604
  MOBILE, AL 36691                        DLOVE@CITYOFMOBILE.ORG

  Tel#251-706-5605                        Delivery Reference
      Fax 251-666-6293                    DIANNA LOVE

                                          Deliver To
                                          ELECTRICAL
                                          854 GAYLE STREET

                                          MOBILE, AL 36604


-------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |         |
  Ordered    |Number |Required  |Via        |Terms    |Department
-------------------------------------------------------------------------------
  03/02/21   |075199 |          |                     |ELECTRICAL
-------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price     Net Price

    General Notes
    -------------


    AS PER MY BID 5533 AND YOUR QUOTE
001 FIXTURE,NAVION,382W LED, 480V, 5WQ,         50.00      859.90000      42995.00
    NON-DIM 10K, 1.2A GREY P/N                  EACH
    NVN-AF-06-E-8-5WQ-10K-1200-AP
    NAVION COOPER LIGHTING
    Additional Description Notes
    -------------
    VENDOR TO SUPPLY NAVION-NVN-AF-06-E-8-5MQ-10K-AP-1200
    Vendor Item

   1 2000.80.00.0000.0000.0000.0000.0000.44020.
     E C0472     .OPERSUPPLS.          .                            42995.00

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

    Deliver To
    ELECTRICAL
    854 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
================================================================================
  Bill To                               |           Requisition 00007341-00  FY 2021
  ACCOUNTS PAYABLE                      |
  P O BOX 389                           |Acct No:
                                        |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                            |Review:
  36601                                 |Buyer:  910518227
  vendorinvoices@cityofmobile.org       |Status: Released                      Page 2
================================================================================
  Vendor                                    Ship To
  GRAYBAR ELECTRIC CO INC                   ELECTRICAL
  4359 HALLS MILL RD                        854 GAYLE STREET

                                            MOBILE, AL 36604
  MOBILE, AL 36691                          DLOVE@CITYOFMOBILE.ORG

  Tel#251-706-5605                          Delivery Reference
      Fax 251-666-6293                      DIANNA LOVE

                                            Deliver To
                                            ELECTRICAL
                                            854 GAYLE STREET

                                            MOBILE, AL 36604

--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  03/02/21    |075199 |          |                      |ELECTRICAL
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
                              Requisition Total                         42995.00

     ***** Project Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     E C0472     .OPERSUPPLS.          .                42995.00         372713.05

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     2000.80.00.0000.0000.0000.0000.0000.44020.
                                                        42995.00
        CAPITAL IMPROVEMENTS FUND EXP   OPERATING SUPPLIES

     ***** Approval/Conversion Info *****
     Activity  Date        Clerk                    Comment
     CCancelled04/16/21    SANDRA LEWIS               GL Allocation changed
     Approved  03/03/21    MARYBETH BERGIN            Auto approved by: 91054000
     Approved  03/03/21    JENNIFER WHITE
     Approved  04/16/21    MARYBETH BERGIN
     Approved  04/16/21    JENNIFER WHITE             Auto approved by: 910515265
     Approved  03/03/21    TIFFANY HOLLINS
     Approved  03/03/21    MARILYN MCMILLAN           Auto approved by: 910514227
     Approved  03/03/21    RELYA MALLORY              Auto approved by: 910514227
     Approved  04/16/21    TIFFANY HOLLINS
     Approved  04/16/21    MARILYN MCMILLAN           Auto approved by: 910514227
     Approved  04/16/21    RELYA MALLORY              Auto approved by: 910514227
     Forward   03/03/21    JOHN PAINE
     Forward   03/22/21    HEATHER KIHYET             Automatic Forward to 9105paij
     Forward   03/22/21    JOHN PAINE
     Queued    04/16/21    DONNA MICHELE STANLEY
     Queued    04/16/21    DONALD ROSE
     Queued    04/16/21    SANDRA LEWIS
```

```
================================================================================
  Bill To                                 |           Requisition 00007341-00  FY 2021
  ACCOUNTS PAYABLE                        |
  P O BOX 389                             |Acct No:
                                          |2000.80.00.0000.0000.0000.0000.0000.44020.
  MOBILE, AL                              |Review:
  36601                                   |Buyer:  910518227
  vendorinvoices@cityofmobile.org         |Status: Released                    Page 3
================================================================================
  Vendor                                      Ship To
  GRAYBAR ELECTRIC CO INC                     ELECTRICAL
  4359 HALLS MILL RD                          854 GAYLE STREET

                                              MOBILE, AL 36604
  MOBILE, AL 36691                            DLOVE@CITYOFMOBILE.ORG

  Tel#251-706-5605                            Delivery Reference
      Fax 251-666-6293                        DIANNA LOVE

                                              Deliver To
                                              ELECTRICAL
                                              854 GAYLE STREET

                                              MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |         |
  Ordered     |Number |Required  |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/02/21    |075199 |          |                     |ELECTRICAL
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price
     Queued     04/16/21   JOHN PAINE


            Authorized By: ___________________________  Date: _____________
                                   Signature
```

BID TABULATION FOR BID #5533
ELECTRICAL SUPPLIES, LED FIXTURE

Line	VENDOR	Navion NVN-AF-06-E-8-5WQ-10K-1200-AP	
1	Graybar Electric	$ 859.90	
2	Consolidated Electric Distributors	$ 864.28	
3	Sequel	$ 940.00	
4	Wesco Distribution	$ 945.00	
5	Trastar	$ 388.00	1
6	Southern Lighting and Traffic	$ 892.50	2

1 Not an approved roadway lighting per ALDOT

2 No local vendor preference adjustment (850.00 + 42.50)

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

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

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

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

Typed by: en   Buyer: 004

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
03/10/2021	5533	ELECTRICAL	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:00 PM, Friday, March 26, 2021**

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
	ELECTRICAL SUPPLIES, LED FIXTURE					
Qty. 50-175	LUMINAIRE, STREET LIGHTING, LED, NAVION- NVN-AF-06-E-8-5MQ-10K-AP-1200. NO SUB					
	Make ____________________ Model ____________________					
	Please observe instructions on Reverse side.					
	All substitutions must be indicated on your bid.					
	Please quote your prices in the unit specified in the bid.					
	All prices to be delivered pricing, FOB Mobile.					
	City of Mobile will purchase minimum quantities upon award of bid.					
	Fixture must be on approved list for Alabama Department of Transportation Roadway Lighting.					
	Pricing shall be firm for the six (6) month period following the award of the bid. At the option of the City of Mobile, the award may be extended for an additional six (6) month period, for up to five additional six (6) month periods.					
	Page 1 of 2		TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name ____________________

Typed Signature ____________________

By ____________________

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

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
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
	Page 2 of 2 All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. **TO BE AWARDED ON A PER ITEM BASIS.**					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ______________________

By ______________________

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

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:4/27/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for three Ford Explorer SUVs.

General Fund.

Amount of Contract:

$79,197.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210422 Stivers Agenda Package POs	Cover Memo	4/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:35 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.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	**Fiscal Year**	**Department**	**Description**	**Amount**	**Vendor**
9635	2021	(1510) FIRE ADMINISTRATION	THREE FORD EXPLORER SUVS (AL STATE CONTRACT)	$79,197.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

____
City Clerk

munis a tyler erp solution

Bill To	Requisition 00009635-00 FY 2021
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
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes -------------- PRICING AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT #MA16000000221 LINE 1			
001	TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS:	3.00 EACH	26399.00000	79197.00

Additional Description Notes

UTILITY VEHICLE AS SPECIFIED: T191 - FORD EXPLORER BASE 2WD
CONTRACT NUMBER: MA999 16000000221
MODEL SERIES k7B Order Code:100A
FORD EXPLORER UTILITY SUV 4 DOOR RWD MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121" WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS. MINIMUM 4 CYLINDER ENGINE
AUTOMATIC TRANSMISSION DAYTIME RUNNING LIGHTS REAR VIEW CAMERA MINIMUM GROUND CLEARANCE 7.75" 2.3L ECOBOOST ENGINE
MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS MAKE: FORD MODEL: EXPLORER
INCLUDING OPTIONS:
16N All Weather Floor Mats
942 Daytime Running Lights (non-configurable)
EXTERIOR COLORS:
YZ Oxford White
INTERIOR TRIM / SEATS:
7N Cloth Sandstone With 60/40 Split Bench and 3rd row Seating
DELIVERY: State Contract Provisions for $1.50 / mile one-way

PRICING AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT
#MA16000000221 LINE 1

munis
a tyler erp solution

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00009635-00 FY 2021

Acct No:
7000.40.20.0000.0000.2070.0000.0000.47120.
Review:
Buyer:
Status: Approved

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	292393				FIRE ADMINISTRATION

LN Description / Account Qty Unit Price Net Price

VEHICLE AND ALL PAPERWORK TO SHOW THE VEHICLES SOLD TO AND TITLED TO THE CITY OF MOBILE.

CITY OF MOBILE PURCHASING AGENT TO SIGN ALL TITLE AND PAPERWORK ON THE VEHICLES.

Vendor Item
Inventory Item/Loc 724

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 79197.00

Ship To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 79197.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	79197.00	3578.43

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

Account	Amount	Remaining Budget

```
================================================================================
  Bill To                                |           Requisition 00009635-00  FY 2021
  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
  STIVERS FORD LINCOLN INC                   MOTOR POOL
  4000 EASTERN BLVD                          745 BROAD STREET

                                             MOBILE, AL 36604
  MONTGOMERY, AL 36116

  Tel#334-613-5000                           Delivery Reference
      Fax 334-613-5018                       VICTORIA RICHARDSON

                                             Deliver To
                                             MOTOR POOL
                                             745 BROAD STREET

                                             MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  04/19/21   |292393 |         |                     |FIRE ADMINISTRATION
--------------------------------------------------------------------------------
     Account                                               Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                          79197.00
        MOTOR POOL EXP                  VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                  Comment
     Rejected  04/16/21  DIANE MCCARTY            CHANGE DELIVERY LOCATION
     Approved  04/19/21  DIANE MCCARTY
     Approved  04/21/21  DONNA MICHELE STANLEY    Auto approved by: 9105paij
     Approved  04/21/21  DONALD ROSE              Auto approved by: 9105paij
     Approved  04/21/21  SANDRA LEWIS             Auto approved by: 9105paij
     Approved  04/21/21  JOHN PAINE
     Approved  04/21/21  JOHN PAINE               Auto approved by: 9105paij


              Authorized By: ___________________________  Date: _____________
                                  Signature
```

T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Ford	Explorer	$25,957.00
Line 2	Ford	Ranger Truck	$21,399.00

999 20*222 Donohoo Chevrolet VC000049701 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Chevrolet	Malibu Sedan	$17,498.00
Line 2	Chevrolet	Equinox Crossover	$20,618.00
Line 3	Chevrolet	Colorado Truck	$22,518.00
Line 4	Chevrolet	Tahoe	$38,588.00

999 20*224 Limbaugh Toyota VC000054767 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Toyota	Corolla Sedan	$16,016.50
Line 2	Toyota	Camry Hybrid Sedan	$24,666.50
Line 3	Toyota	Rav4 Crossover	$22,716.50

999 20*225 Long Lewis of The Shoals VC000055942 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Ford	Edge SUV	$25,935.65

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F150 ½ Ton Crew Cab 2WD	$25,841.00
Line 2	Ford	Transit 350 Full Size 12-Passenger Van, Standard Roof	$30,124.00
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	$28,769.00
Line 4	Ford	Transit 350 Full Size Passenger Van w/Mid Height Roof	$34,716.00

999 21*76 Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Chevrolet	Suburban Large Sport Utility Vehicle	$41,573.00

999 21*77 Tallassee Automotive Inc VC00004997 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	Promaster City Min-Cargo Van, 2-Passenger	$19,794.00

999 21*79 Long Lewis of The Shoals VC00005594 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	Transit Connect Passenger Van	$24,005.00
Line 2	Ford	Transit 350 Full Size 15-Passenger Van	$32,613.00

999 21*80 Stivers Brothers Automotive VS000054430 DBA Stivers Chrysler Dodge Jeep Ram Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	1500 ½ Ton Extended Cab 2WD	$20,490.88
Line 2	Ram	2500 ¾ Ton Crew Cab 2WD	$25,928.72
Line 3	Ram	2500 ¾ Ton Crew Cab	$25,936.80
Line 4	Ram	1500 Truck Pickup, Regular Cab	$18,981.94

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	$26,267.00
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	$25,270.00
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	$28,702.00
Line 4	Ford	Transit 150	$23,870.00

999 21*139 Long Lewis of The Shoals Inc - VC000055942 Effective Date: 1/22/21 – 11/12/21			
	Make	Model	Price
Line 1	Ford	Transit 150	$29,268.00

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 200000000221**

NOT TO EXCEED AMOUNT:

Begin Date: 04/01/2020	Procurement Folder: 1024611
Expiration Date: 04/01/2022	Procurement Type: Master Agreement
Solicitation Number:	Replaces Award Document:
Award Date:	Replaced by Award Document:
Modification Date: 03/19/21	Version Number: 4

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

MA-NON-ALTERNATIVE FUEL VEHICLES - T191
OLD T191 NON-ALTERNATIVE FUEL VEHICLES

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce
3346135000 EXT: 5056
Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	$25,957.000000	$0.00			$0.00	$0.00

0718027 - UTILITY VEHICLES, MIDSIZE
FORD EXPLORER UTILITY SUV 4 DOOR
MIDSIZE UTILITY CLASS SUV, VEHICLE TO BE 4 DOOR WITH ALL STANDARD AND SAFETY FEATURES.
7-PASSENGER SEATING

WHEELBASE TO BE A MINIMUM OF 114 AND A MAXIMUM OF 121".
WIDTH TO BE A MAXIMUM OF 80" W/O MIRRORS.
MINIMUM 4 CYLINDER ENGINE
AUTOMATIC TRANSMISSION
DAYTIME RUNNING LIGHTS
REAR VIEW CAMERA
MINIMUM GROUND CLEARANCE 7.75"
MINIMUM FUEL TANK CAPACITY OF 17.5 GALLONS

MAKE: FORD

MODEL: EXPLORER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	$21,399.000000	$0.00			$0.00	$0.00

0720117 - TRUCK, PICKUP, MID SIZE EXTENDED CAB, SINGLE REAR WHEEL, SHO
FORD RANGER MIDSIZE EXTENDED CAB TRUCK
MIDSIZE EXTENDED CAB TRUCK STANDARD 6' BOX

ADDED SPECIFICATION: REAR SEATING REQUIRED.

MINIMUM 4 CYLINDER ENGINE
VEHICLES WHEELBASE TO BE A MINIMUM OF 125" AND A MAXIMUM OF 129"
AUTOMATIC TRANSMISSION.
STANDARD AIR CONDITIONING.

MAKE: FORD

MODEL: RANGER

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0		$0.000000	$0.00			$0.00	$0.00

0710490 - VEHICLES AND OTHER FLEET EQUIPMENT
VEHICLE OPTIONS
VEHICLE OPTIONS:
TO BE BILLED AT DEALER INVOICE PRICING.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0		$0.000000	$0.00			$0.00	$0.00

96286 - Transportation of Goods, Shipping and Handling, and Other Fr
VEHICLE DELIVERY
VEHICLE DELIVERY

SEE SPECIFICATION SHEET FOR DETAILS.

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 356-4-1 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 qualification, 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 (Effective March 1, 2021 Subscriptions will no longer be required)

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.

********************STANDARD TERMS and CONDITIONS ******************

Vendor Registration and Subscription Fee (Effective March 1, 2021 Subscriptions will no longer be required)
Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, https://procurement.staars.alabama.gov. Vendors wishing to respond to Requests for Bids (RFB) opening prior to March 1, 2021 must be subscribed. Once registered, you may subscribe by clicking the "Pay Subscription Fee" link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors. (Effective March 1, 2021 Subscriptions will no longer be required.)

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor's response being rejected as non-responsive. A vendor's subscription must be maintained throughout the term on an active contract, to include any renewal periods. (Effective March 1, 2021 Subscriptions will no longer be required.)
Communication during Solicitation Process
There shall be no communication between vendors and the State agency requisitioning the good(s) or service(s) from the time the solicitation is published until the award is posted as final. Unless stated elsewhere in the solicitation, any communications, either written, oral, or electronic between the Vendor and the requisitioning State agency must come through the Division of Purchasing buyer administering the solicitation. Failure to abide by this term and condition may result in disciplinary actions up to debarment.

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.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid's (RFBs) provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Reponses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.
Priority 1. Produces or manufacturers the product within the State.
Priority 2. Has an assembly plant or distribution facility for the product within the State.
Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

Award:
Award will be made by line (Vehicle) to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancellation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:
There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is $1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:
Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales paid under this contract. This fee will be1% (0.01) of the total dollar amount for all sales paid. The fee is to be remitted the first month of each quarter before the 20th and will represent a single, one-time payment for all sales paid during the prior quarter and as adjusted for errors associated with earlier quarters. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each quarter before the 20th listing sales paid during the prior calendar quarter. This report is to include the quarter being reported, the master agreement number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@oit.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting quarter and master agreement number. Failure to comply with provisions of this paragraph will be grounds for termination of the contract(s).

Reports and Payments will be due according to the following schedule:

October, November, December – Due by January 20th

January, February, March – Due by April 20th

April, May, June – Due by July 20th

July, August, September – Due by October 20th

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May. Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees. Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Non-Alternative Fuel:

Production/close-out dates:
This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates on the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Delivery/pick-up:
If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must notify the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:
“Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers” is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

Passenger vans disclaimer:
Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

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, and terms and conditions. The second, third, fourth, or 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.

Ordering process:
Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

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.

Manufacturer, Stock/Model numbers:
At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:
Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.
Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.
Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:
Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:
All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:
All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost.
Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:
When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:
Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:
To establish a statewide contract for non-alternative fuel vehicles for State agencies, pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit, are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:
The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

PLEASE NOTE: THE EXACT BID COPY REQUIREMENT PER ITEM NUMBER 4 UNDER AUTHORITY OF THIS RFB. PLEASE NOTE: FAILURE TO PROVIDE THE REQUIRED COPY WITH YOUR BID WILL RESULT IN THE REJECTION OF YOUR BID.

PLEASE NOTE: ALL PRICES MUST BE GIVEN PER THE UNIT OF MEASURE IN THE UNIT PRICE SPACE OF THE RFB DOCUMENT. FAILURE TO PROVIDE THE UNIT PRICE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ANY VENDOR WISHING TO BID ON THIS RFB OR ANY RFB THROUGH THE DIVISION OF PURCHASING, MUST HAVE PAID A BIENNIAL VENDOR SUBSCRIPTION FEE IN THE AMOUNT OF $200.00 PRIOR TO SUBMITTING A BID. THE SUBSCRIPTION FEE MUST BE PAID BY EITHER AN ACCEPTED CREDIT OR DEBIT CARD OR BY ELECTRONIC CHECK THROUGH THE VENDOR'S SELF SERVE (VSS) ACCOUNT. FAILURE TO SUBSCRIBE AS OUTLINED ABOVE WILL RESULT IN THE REJECTION OF YOUR BID.

ELECTRONIC PAYMENT

Vendors awarded in response to this RFB must accept EFT forms of electronic payment at no additional cost to the State.

MANDATORY PRE-BID CONFERENCE:
There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner

prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: February 13, 2020
TIME: 9:00 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for two Ford F250 super cab 4x4 pickup trucks.

General Fund.

Amount of Contract:

$65,244.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210422 Stivers2 Agenda Package POs	Cover Memo	4/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:36 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
9637	2021	(1510) FIRE ADMINISTRATION	TWO FORD F250 SUPER CAB 4X4 PICKUP TRUCKS (AL STATE CONTRACT)	$65,244.00	(292393) STIVERS FORD LINCOLN INC

Adopted:

____
City Clerk

```
===============================================================================
  Bill To                            |          Requisition 00009637-00  FY 2021
  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
  STIVERS FORD LINCOLN INC               MOTOR POOL
  4000 EASTERN BLVD                      745 BROAD STREET

                                         MOBILE, AL 36604
  MONTGOMERY, AL 36116

  Tel#334-613-5000                       Delivery Reference
      Fax 334-613-5018                   VICTORIA RICHARDSON

                                         Deliver To
                                         MOTOR POOL
                                         745 BROAD STREET

                                         MOBILE, AL 36604


-------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
-------------------------------------------------------------------------------
  04/19/21   |292393 |         |                     |FIRE ADMINISTRATION
-------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

001 TRUCK   CAB + CHASSIS                       2.00    32622.00000      65244.00
                                                EACH
    Additional Description Notes
    -------------
    TRUCK AS SPECIFIED: 2022 FORD F250 SUPER CAB 4x4 PICKUP - MODEL X2B
    CONTRACT NUMBER: MA999 21000000075 (T191)
     6.2L V8 385 Horsepower FFV Engine, 6 Speed Auto, 4x4, 148" Wheelbase, 6
    3/4' Box, Tilt/Telescopic Stg. Wheel 4 Wheel Disc Brakes w/ ABS, Air
    Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat
     AM/FM Radio, Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer
    Tow Package w/ 7 / 4 way Plug Manual Trailer Tow Mirrors w/ Spot Mirrors, 2
    Power Points, Advance Track w/ Roll Stability Control,
     Trailer Sway Control, Hill Start Assist Control, Electronic Shift on the
    Fly Control (ESOF), Front Tow Hooks,
    2.5" Receiver, Trailer Tow Mirrors and Rear View Camera. 10,000 lb   OPTIONS
    INCLUDE:
    WHEELBASE OPTIONS:
    W2B  Upgrade to Crew Cab 4x4 with 160" Wheelbase with 6' 3/4 Box
    176  8.0' Box on 176" Wheelbase
    DRIVE TRAIN OPTIONS:
    996 6.2L 2V Gas SOHC EFI NA V8
    TIRE OPTONS:
    TBM LT245/75Rx17E BSW AT
    EQUIPMENT GROUPS/PACKAGES:
    90L Power Equipment Group
    ? Accessory delay ? Power-folding, PowerScope® Telescoping, Power Glass
    Trailer Tow Mirrors ? Remote keyless-entry
    ? Advanced Security Pack (Incl. SecuriLock® Passive Anti-Theft ? Power locks
    ? Power Tailgate Lock
    ? Power 1st row windows w/one-touch up/down  Power 2nd row windows  Upgraded
```

Bill To
ACCOUNTS PAYABLE
P O BOX 389

MOBILE, AL
36601
vendorinvoices@cityofmobile.org

Requisition 00009637-00 FY 2021

Acct No:
7000.40.20.0000.0000.2070.0000.0000.47120.
Review:
Buyer:
Status: Approved

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	292393				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	door-trim panel on XL OPTIONS: 52B Trailer Brake Controller (TBC) COLOR OPTIONS: Bright Race Red PQ INTERIOR OPTIONS: AS Vinyl, 40/20/40 Split Bench DELIVERY - $1.50 PER MILE ONE-WAY PRICING AS PER STATE OF ALABAMA CONTRACT T-191 MASTER AGREEMENT #MA12000000075 LINE 3 VEHICLE AND ALL PAPERWORK TO SHOW THE VEHICLES SOLD TO AND TITLED TO THE CITY OF MOBILE. CITY OF MOBILE PURCHASING AGENT TO SIGN ALL TITLE AND PAPERWORK ON THE VEHICLES. Vendor Item Inventory Item/Loc 694			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			65244.00

```
================================================================================
  Bill To                             |         Requisition 00009637-00  FY 2021
  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
  STIVERS FORD LINCOLN INC                MOTOR POOL
  4000 EASTERN BLVD                       745 BROAD STREET

                                          MOBILE, AL 36604
  MONTGOMERY, AL 36116

  Tel#334-613-5000                        Delivery Reference
      Fax 334-613-5018                    VICTORIA RICHARDSON

                                          Deliver To
                                          MOTOR POOL
                                          745 BROAD STREET

                                          MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date        |Vendor |Date     |Ship       |         |
  Ordered     |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  04/19/21    |292393 |         |                     |FIRE ADMINISTRATION
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    Ship To
    MOTOR POOL
    745 BROAD STREET
    MOBILE, AL 36604

    Deliver To
    MOTOR POOL
    745 BROAD STREET
    MOBILE, AL 36604
```

Requisition Link

```
                               Requisition Total                        65244.00

     ***** Project Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     E MP01522   .VEHICLEEXP.         .                65244.00           3578.43

     ***** General Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     7000.40.20.0000.0000.2070.0000.0000.47120.
                                                       65244.00
        MOTOR POOL EXP                 VEHICLE ACQ (GREATER $5000)

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                   Comment
     Rejected  04/16/21  DIANE MCCARTY             CHANGE DELIVERY LOCATION
     Approved  04/19/21  DIANE MCCARTY
     Approved  04/21/21  DONNA MICHELE STANLEY     Auto approved by: 9105paij
     Approved  04/21/21  DONALD ROSE               Auto approved by: 9105paij
     Approved  04/21/21  SANDRA LEWIS              Auto approved by: 9105paij
```

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009637-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 4

Vendor
STIVERS FORD LINCOLN INC
4000 EASTERN BLVD

MONTGOMERY, AL 36116

Tel#334-613-5000
Fax 334-613-5018

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Delivery Reference
VICTORIA RICHARDSON

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/19/21	292393				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Approved 04/21/21 JOHN PAINE			
Approved 04/21/21 JOHN PAINE	Auto approved by: 9105paij		

Authorized By: ______________________________ Date: ______________
Signature

T191 Vehicle Master Agreement

999 20*221 Stivers Ford Lincoln VC000042177 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Ford	Explorer	$25,957.00
Line 2	Ford	Ranger Truck	$21,399.00

999 20*222 Donohoo Chevrolet VC000049701 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Chevrolet	Malibu Sedan	$17,498.00
Line 2	Chevrolet	Equinox Crossover	$20,618.00
Line 3	Chevrolet	Colorado Truck	$22,518.00
Line 4	Chevrolet	Tahoe	$38,588.00

999 20*224 Limbaugh Toyota VC000054767 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Toyota	Corolla Sedan	$16,016.50
Line 2	Toyota	Camry Hybrid Sedan	$24,666.50
Line 3	Toyota	Rav4 Crossover	$22,716.50

999 20*225 Long Lewis of The Shoals VC000055942 Effective Date: 4/1/20 – 4/1/22			
	Make	Model	Price
Line 1	Ford	Edge SUV	$25,935.65

999 21*75 Stivers Ford Lincoln VC000042177 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F150 ½ Ton Crew Cab 2WD	$25,841.00
Line 2	Ford	Transit 350 Full Size 12-Passenger Van, Standard Roof	$30,124.00
Line 3	Ford	F250 ¾ Ton Extended Cab 4WD	$28,769.00
Line 4	Ford	Transit 350 Full Size Passenger Van w/Mid Height Roof	$34,716.00

999 21*76 Donohoo Chevrolet VC000049701 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Chevrolet	Suburban Large Sport Utility Vehicle	$41,573.00

999 21*77 Tallassee Automotive Inc VC00004997! Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	Promaster City Min-Cargo Van, 2-Passenger	$19,794.00

999 21*79 Long Lewis of The Shoals VC00005594 Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ford	Transit Connect Passenger Van	$24,005.00
Line 2	Ford	Transit 350 Full Size 15-Passenger Van	$32,613.00

999 21*80 Stivers Brothers Automotive VS000054430 DBA Stivers Chrysler Dodge Jeep Ram Effective Date: 11/12/20 – 11/12/21			
	Make	Model	Price
Line 1	Ram	1500 ½ Ton Extended Cab 2WD	$20,490.88
Line 2	Ram	2500 ¾ Ton Crew Cab 2WD	$25,928.72
Line 3	Ram	2500 ¾ Ton Crew Cab	$25,936.80
Line 4	Ram	1500 Truck Pickup, Regular Cab	$18,981.94

999 21*129 Stivers Ford Lincoln VC000042177 Effective Date: 1/1/21 – 11/12/21			
	Make	Model	Price
Line 1	Ford	F250 3/4 Ton Extended Cab 2WD Standard Bed	$26,267.00
Line 2	Ford	F150 1/2 Ton Extended Cab 4WD Short Bed	$25,270.00
Line 3	Ford	F150 ½ Ton Crew Cab 4WD	$28,702.00
Line 4	Ford	Transit 150	$23,870.00

999 21*139 Long Lewis of The Shoals Inc - VC000055942 Effective Date: 1/22/21 – 11/12/21			
	Make	Model	Price
Line 1	Ford	Transit 150	$29,268.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel.

General Fund.

Amount of Contract:

$88,213.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20210422 Agenda Package Fuel POs	Cover Memo	4/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 2:50 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.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, 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**
7168	2021	(2050) EQUIPMENT SERVICES	GARAGE UNLEADED FUEL	$18,794.40	(42474) DAVISON OIL COMPANY INC
7169	2021	(2050) EQUIPMENT SERVICES	GARAGE UNLEADED FUEL	$18,794.40	(42474) DAVISON OIL COMPANY INC
7176	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR GARAGE (AL STATE CONTRACT)	$16,875.00	(279229) PETROLEUM TRADERS CORPORATION
7177	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR GARAGE (AL STATE CONTRACT)	$16,875.00	(279229) PETROLEUM TRADERS CORPORATION
7199	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR 4TH PRECINCT (AL STATE CONTRACT)	$16,875.00	(279229) PETROLEUM TRADERS CORPORATION
7200	2021	(2050) EQUIPMENT SERVICES	DIESEL FUEL FOR 4TH PRECINCT (AL STATE CONTRACT)	$16,875.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

____

City Clerk

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==============================================================================
  Bill To                            |            Requisition 00007168-00  FY 2021
  MUNICIPAL GARAGE                   |
  770 GAYLE STREET                   |Acct No:
                                     |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                         |Review:
  36604                              |Buyer:  9105neej
                                     |Status: Approved                     Page 1
==============================================================================
  Vendor                                 Ship To
  DAVISON OIL COMPANY INC                MUNICIPAL GARAGE
  8450 TANNER WILLIAMS RD                770 GAYLE STREET

                                         MOBILE, AL 36604
  MOBILE, AL 36608                       BUSHW@CITYOFMOBILE.ORG

  Tel#251-633-4444                       Delivery Reference
      Fax 251-633-6311                   WILLIAM BUSH

                                         Deliver To
                                         MUNICIPAL GARAGE
                                         770 GAYLE STREET

                                         MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |         |
  Ordered    |Number |Required  |Via        |Terms    |Department
------------------------------------------------------------------------------
  03/01/21   |042474 |          |                     |EQUIPMENT SERVICES
------------------------------------------------------------------------------
 LN Description / Account                      Qty       Unit Price     Net Price

    General Notes
    -------------
    BID #5216.
001 FUEL  UNLEADED GASOLINE, 87 OCTANE,      8200.00         2.25000      18450.00
     OPIS PRICE.                              GALLON
    Vendor Item
    Inventory Item/Loc 14054

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                        18450.00

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604


002 MARGIN PRICE                             8200.00         0.04200        344.40
                                                EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                          344.40
```

```
================================================================================
  Bill To                               |         Requisition 00007168-00  FY 2021
  MUNICIPAL GARAGE                      |
  770 GAYLE STREET                      |Acct No:
                                        |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                            |Review:
  36604                                 |Buyer:  9105neej
                                        |Status: Approved                   Page 2
================================================================================
  Vendor                                    Ship To
  DAVISON OIL COMPANY INC                   MUNICIPAL GARAGE
  8450 TANNER WILLIAMS RD                   770 GAYLE STREET

                                            MOBILE, AL 36604
  MOBILE, AL 36608                          BUSHW@CITYOFMOBILE.ORG

  Tel#251-633-4444                          Delivery Reference
      Fax 251-633-6311                      WILLIAM BUSH

                                            Deliver To
                                            MUNICIPAL GARAGE
                                            770 GAYLE STREET

                                            MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/01/21   |042474 |         |                     |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                          Qty     Unit Price     Net Price

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                               Requisition Total                        18794.40

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     1000.40.20.2070.2050.2070.0000.0000.45020.
                                                        18794.40        1799720.48
        FLEET MANAGEMENT EXP            FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                     Comment
     Approved  03/04/21  DONNA MICHELE STANLEY       Auto approved by: 9105neej
     Approved  03/04/21  DONALD ROSE                 Auto approved by: 9105neej
     Approved  03/04/21  SANDRA LEWIS                Auto approved by: 9105neej
     Approved  03/04/21  HEATHER KIHYET              Auto approved by: 9105neej
     Approved  03/04/21  JOHN PAINE                  Auto approved by: 9105neej
     Approved  03/04/21  JAMES NEESE JR
```

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00007168-00 FY 2021 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor DAVISON OIL COMPANY INC 8450 TANNER WILLIAMS RD MOBILE, AL 36608 Tel#251-633-4444 Fax 251-633-6311	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	042474				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

```
================================================================================
  Bill To                            |           Requisition 00007169-00  FY 2021
  MUNICIPAL GARAGE                   |
  770 GAYLE STREET                   |Acct No:
                                     |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                         |Review:
  36604                              |Buyer:  9105neej
                                     |Status: Approved                      Page 1
================================================================================
  Vendor                                 Ship To
  DAVISON OIL COMPANY INC                MUNICIPAL GARAGE
  8450 TANNER WILLIAMS RD                770 GAYLE STREET

                                         MOBILE, AL 36604
  MOBILE, AL 36608                       BUSHW@CITYOFMOBILE.ORG

  Tel#251-633-4444                       Delivery Reference
      Fax 251-633-6311                   WILLIAM BUSH

                                         Deliver To
                                         MUNICIPAL GARAGE
                                         770 GAYLE STREET

                                         MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
--------------------------------------------------------------------------------
  03/01/21   |042474 |         |                    |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                      Qty     Unit Price     Net Price

    General Notes
    -------------
    BID #5216.
001 FUEL  UNLEADED GASOLINE, 87 OCTANE,     8200.00        2.25000      18450.00
     OPIS PRICE.                             GALLON
    Vendor Item
    Inventory Item/Loc 14054

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                       18450.00

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604


002 MARGIN PRICE                            8200.00        0.04200        344.40
                                               EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                         344.40
```

Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604

Requisition 00007169-00 FY 2021

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
DAVISON OIL COMPANY INC
8450 TANNER WILLIAMS RD

MOBILE, AL 36608

Tel#251-633-4444
Fax 251-633-6311

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	042474				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 18794.40

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18794.40	1799720.48
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	03/04/21	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	03/04/21	DONALD ROSE	Auto approved by: 9105neej
Approved	03/04/21	SANDRA LEWIS	Auto approved by: 9105neej
Approved	03/04/21	HEATHER KIHYET	Auto approved by: 9105neej
Approved	03/04/21	JOHN PAINE	Auto approved by: 9105neej
Approved	03/04/21	JAMES NEESE JR	

Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604

Requisition 00007169-00 FY 2021

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
DAVISON OIL COMPANY INC
8450 TANNER WILLIAMS RD

MOBILE, AL 36608

Tel#251-633-4444
Fax 251-633-6311

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	042474				EQUIPMENT SERVICES

LN Description / Account	Qty	Unit Price	Net Price

Authorized By: ____________________________ Date: _____________
Signature

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==================================================================================
  Bill To                                |           Requisition 00007176-00  FY 2021
  MUNICIPAL GARAGE                       |
  770 GAYLE STREET                       |Acct No:
                                         |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                             |Review:
  36604                                  |Buyer:  9105neej
                                         |Status: Approved                    Page 1
==================================================================================
  Vendor                                      Ship To
  PETROLEUM TRADERS CORPORATION               MUNICIPAL GARAGE
  7120 POINTE INVERNESS WAY                   770 GAYLE STREET

                                              MOBILE, AL 36604
  FORT WAYNE, IN 46804                        BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                            Delivery Reference
      Fax 260-203-3820                        WILLIAM BUSH

                                              Deliver To
                                              MUNICIPAL GARAGE
                                              770 GAYLE STREET

                                              MOBILE, AL 36604


----------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
----------------------------------------------------------------------------------
  03/01/21    |279229 |          |                      |EQUIPMENT SERVICES
----------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price      Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS         7500.00         2.25000       16875.00
    PRICE.                                    GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                         16875.00

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604


002 MARGIN PRICE                             7500.00         0.00000           0.00
                                                EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                              .00
```

munis
a tyler erp solution

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================================================================================
  Bill To                             |           Requisition 00007176-00  FY 2021
  MUNICIPAL GARAGE                    |
  770 GAYLE STREET                    |Acct No:
                                      |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                          |Review:
  36604                               |Buyer:  9105neej
                                      |Status: Approved                     Page 2
================================================================================
  Vendor                                  Ship To
  PETROLEUM TRADERS CORPORATION           MUNICIPAL GARAGE
  7120 POINTE INVERNESS WAY               770 GAYLE STREET

                                          MOBILE, AL 36604
  FORT WAYNE, IN 46804                    BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                        Delivery Reference
      Fax 260-203-3820                    WILLIAM BUSH

                                          Deliver To
                                          MUNICIPAL GARAGE
                                          770 GAYLE STREET

                                          MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship       |         |
  Ordered    |Number |Required |Via        |Terms    |Department
--------------------------------------------------------------------------------
  03/01/21   |279229 |         |                     |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                         Qty     Unit Price     Net Price

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                               Requisition Total                        16875.00

     ***** General Ledger Summary Section *****
     Account                                              Amount  Remaining Budget
     1000.40.20.2070.2050.2070.0000.0000.45020.
                                                        16875.00        1799720.48
        FLEET MANAGEMENT EXP           FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                      Comment
     Approved  03/04/21  DONNA MICHELE STANLEY        Auto approved by: 9105neej
     Approved  03/04/21  DONALD ROSE                  Auto approved by: 9105neej
     Approved  03/04/21  SANDRA LEWIS                 Auto approved by: 9105neej
     Approved  03/04/21  HEATHER KIHYET               Auto approved by: 9105neej
     Approved  03/04/21  JOHN PAINE                   Auto approved by: 9105neej
     Approved  03/04/21  JAMES NEESE JR
```

```
================================================================================
  Bill To                              |           Requisition 00007176-00  FY 2021
  MUNICIPAL GARAGE                     |
  770 GAYLE STREET                     |Acct No:
                                       |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                           |Review:
  36604                                |Buyer:  9105neej
                                       |Status: Approved                     Page 3
================================================================================
  Vendor                                   Ship To
  PETROLEUM TRADERS CORPORATION            MUNICIPAL GARAGE
  7120 POINTE INVERNESS WAY                770 GAYLE STREET

                                           MOBILE, AL 36604
  FORT WAYNE, IN 46804                     BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                         Delivery Reference
      Fax 260-203-3820                     WILLIAM BUSH

                                           Deliver To
                                           MUNICIPAL GARAGE
                                           770 GAYLE STREET

                                           MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
--------------------------------------------------------------------------------
  03/01/21   |279229 |         |                    |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                      Qty     Unit Price     Net Price

            Authorized By: ___________________________  Date: _____________
                                     Signature
```

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00007177-00 FY 2021 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	279229				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ------------- AL. STATE CONTRACT #T104.			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	2.25000	16875.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			16875.00
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

```
================================================================================
  Bill To                               |           Requisition 00007177-00   FY 2021
  MUNICIPAL GARAGE                      |
  770 GAYLE STREET                      |Acct No:
                                        |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                            |Review:
  36604                                 |Buyer:  9105neej
                                        |Status: Approved                       Page 2
================================================================================
  Vendor                                    Ship To
  PETROLEUM TRADERS CORPORATION             MUNICIPAL GARAGE
  7120 POINTE INVERNESS WAY                 770 GAYLE STREET

                                            MOBILE, AL 36604
  FORT WAYNE, IN 46804                      BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                          Delivery Reference
      Fax 260-203-3820                      WILLIAM BUSH

                                            Deliver To
                                            MUNICIPAL GARAGE
                                            770 GAYLE STREET

                                            MOBILE, AL 36604


--------------------------------------------------------------------------------
  Date         |Vendor |Date      |Ship       |          |
  Ordered      |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  03/01/21     |279229 |          |                      |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    Ship To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    MUNICIPAL GARAGE
    770 GAYLE STREET
    MOBILE, AL 36604
```

Requisition Link

```
                              Requisition Total                         16875.00

     ***** General Ledger Summary Section *****
     Account                                                Amount  Remaining Budget
     1000.40.20.2070.2050.2070.0000.0000.45020.
                                                          16875.00        2260371.36
        FLEET MANAGEMENT EXP            FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                     Comment
     Approved  03/04/21  DONNA MICHELE STANLEY       Auto approved by: 9105neej
     Approved  03/04/21  DONALD ROSE                 Auto approved by: 9105neej
     Approved  03/04/21  SANDRA LEWIS                Auto approved by: 9105neej
     Approved  03/04/21  HEATHER KIHYET              Auto approved by: 9105neej
     Approved  03/04/21  JOHN PAINE                  Auto approved by: 9105neej
     Approved  03/04/21  JAMES NEESE JR
```

Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604

Requisition 00007177-00 FY 2021

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	279229				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ____________________________ Date: _____________
Signature

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===============================================================================
  Bill To                            |           Requisition 00007199-00  FY 2021
  MUNICIPAL GARAGE                   |
  770 GAYLE STREET                   |Acct No:
                                     |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                         |Review:
  36604                              |Buyer:  9105neej
                                     |Status: Approved                    Page 1
===============================================================================
  Vendor                                 Ship To
  PETROLEUM TRADERS CORPORATION          POLICE 4TH PRECINCT
  7120 POINTE INVERNESS WAY              8080 AIRPORT BLVD

                                         MOBILE, AL 36608
  FORT WAYNE, IN 46804                   BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                       Delivery Reference
      Fax 260-203-3820                   WILLIAM BUSH

                                         Deliver To
                                         POLICE 4TH PRECINCT
                                         8080 AIRPORT BLVD

                                         MOBILE, AL 36608


-------------------------------------------------------------------------------
  Date       |Vendor |Date      |Ship       |         |
  Ordered    |Number |Required  |Via        |Terms    |Department
-------------------------------------------------------------------------------
  03/01/21   |279229 |          |                     |EQUIPMENT SERVICES
-------------------------------------------------------------------------------
 LN Description / Account                    Qty     Unit Price     Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS     7500.00        2.25000      16875.00
    PRICE.                                GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                    16875.00

    Ship To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608


002 MARGIN PRICE                         7500.00        0.00000          0.00
                                            EACH

    Vendor Item
    Inventory Item/Loc 7982

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                         .00
```

Bill To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL
36604

Requisition 00007199-00 FY 2021

Acct No:
1000.40.20.2070.2050.2070.0000.0000.45020.
Review:
Buyer: 9105neej
Status: Approved

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	279229				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
WILLIAM BUSH

Deliver To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608

Requisition Link

Requisition Total 16875.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	16875.00	1799720.48
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	03/04/21	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	03/04/21	DONALD ROSE	Auto approved by: 9105neej
Approved	03/04/21	SANDRA LEWIS	Auto approved by: 9105neej
Approved	03/04/21	HEATHER KIHYET	Auto approved by: 9105neej
Approved	03/04/21	JOHN PAINE	Auto approved by: 9105neej
Approved	03/04/21	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00007199-00 FY 2021 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	279229				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ____________________________ Date: _____________
Signature

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================================================================================
  Bill To                              |           Requisition 00007200-00  FY 2021
  MUNICIPAL GARAGE                     |
  770 GAYLE STREET                     |Acct No:
                                       |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                           |Review:
  36604                                |Buyer:  9105neej
                                       |Status: Approved                    Page 1
================================================================================
  Vendor                                   Ship To
  PETROLEUM TRADERS CORPORATION            POLICE 4TH PRECINCT
  7120 POINTE INVERNESS WAY                8080 AIRPORT BLVD

                                           MOBILE, AL 36608
  FORT WAYNE, IN 46804                     BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                         Delivery Reference
      Fax 260-203-3820                     WILLIAM BUSH

                                           Deliver To
                                           POLICE 4TH PRECINCT
                                           8080 AIRPORT BLVD

                                           MOBILE, AL 36608


--------------------------------------------------------------------------------
  Date        |Vendor |Date      |Ship       |          |
  Ordered     |Number |Required  |Via        |Terms     |Department
--------------------------------------------------------------------------------
  03/01/21    |279229 |          |                      |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                        Qty      Unit Price     Net Price

    General Notes
    -------------
    AL. STATE CONTRACT #T104.
001 DIESEL #2 ULTRA LOW SULFUR, OPIS         7500.00         2.25000      16875.00
    PRICE.                                    GALLON
    Vendor Item
    Inventory Item/Loc 5295

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                        16875.00

    Ship To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608


002 MARGIN PRICE                             7500.00         0.00000          0.00
                                               EACH
    Vendor Item
    Inventory Item/Loc 7982

   1 1000.40.20.2070.2050.2070.0000.0000.45020.                             .00
```

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================================================================================
  Bill To                             |          Requisition 00007200-00  FY 2021
  MUNICIPAL GARAGE                    |
  770 GAYLE STREET                    |Acct No:
                                      |1000.40.20.2070.2050.2070.0000.0000.45020.
  MOBILE, AL                          |Review:
  36604                               |Buyer:  9105neej
                                      |Status: Approved                    Page 2
================================================================================
  Vendor                                  Ship To
  PETROLEUM TRADERS CORPORATION           POLICE 4TH PRECINCT
  7120 POINTE INVERNESS WAY               8080 AIRPORT BLVD

                                          MOBILE, AL 36608
  FORT WAYNE, IN 46804                    BUSHW@CITYOFMOBILE.ORG

  Tel#800-348-3705                        Delivery Reference
      Fax 260-203-3820                    WILLIAM BUSH

                                          Deliver To
                                          POLICE 4TH PRECINCT
                                          8080 AIRPORT BLVD

                                          MOBILE, AL 36608


--------------------------------------------------------------------------------
  Date         |Vendor |Date     |Ship        |          |Department
  Ordered      |Number |Required |Via         |Terms     |
--------------------------------------------------------------------------------
  03/01/21     |279229 |         |                       |EQUIPMENT SERVICES
--------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    Ship To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608
    Delivery Reference
    WILLIAM BUSH

    Deliver To
    POLICE 4TH PRECINCT
    8080 AIRPORT BLVD
    MOBILE, AL 36608
```

Requisition Link

```
                             Requisition Total                          16875.00

     ***** General Ledger Summary Section *****
     Account                                             Amount  Remaining Budget
     1000.40.20.2070.2050.2070.0000.0000.45020.
                                                       16875.00        1799720.48
        FLEET MANAGEMENT EXP           FUEL & LUBRICANTS

     ***** Approval/Conversion Info *****
     Activity  Date      Clerk                      Comment
     Approved  03/04/21  DONNA MICHELE STANLEY        Auto approved by: 9105neej
     Approved  03/04/21  DONALD ROSE                  Auto approved by: 9105neej
     Approved  03/04/21  SANDRA LEWIS                 Auto approved by: 9105neej
     Approved  03/04/21  HEATHER KIHYET               Auto approved by: 9105neej
     Approved  03/04/21  JOHN PAINE                   Auto approved by: 9105neej
     Approved  03/04/21  JAMES NEESE JR
```

Bill To	Requisition 00007200-00 FY 2021
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/01/21	279229				EQUIPMENT SERVICES

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: ______________________________ Date: ______________
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve Item based bid award to Mobile Fixture and Equipment and Douglas Food Stores for commercial kitchen equipment.

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
20210422 Kitchen Agenda Package Bids	Cover Memo	4/22/2021

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Barber, James	Approved	4/22/2021 - 1:32 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.*

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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 Award, to the designated vendors, for the indicated time period, and if renewable, renewable without further action by Council, for the specified item(s) at the unit prices indicated.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
5526	Commercial Kitchen Equipment	10	See bid tab	6 months, no renewal	(136150) Mobile Fixture and Equipment Co Inc; Douglas Food Stores, Inc.

Adopted:

____
City Clerk

	MOBILE FIXTURE & EQUIPMENT		KESCO		HAWK	
	EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
SMOKER	$10,349.00	$10,349.00	$11,328.26	$11,328.26	$12,860.76	$12,860.76
CART	$6,275.00	$6,275.00	$6,641.86	$6,641.86	$6,685.72	$6,685.72
CASTER	$314.00	$3,454.00	$826.56	$9,092.16	NO BID	
TOTAL		$20,078.00		$27,062.28		$19,546.48
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$20,078.00**		**$27,062.28**		**$20,523.80**
ICE MAKER	$4,684.97	$9,369.94	$5,234.95	$10,469.90	$5,254.20	$10,508.40
ICE BIN	$2,834.25	$5,668.50	$3,166.97	$6,333.94	$3,006.60	$6,013.20
ICE DEFLECTOR	$80.28	$160.56	$98.76	$197.52	$85.16	$170.32
		$15,199.00		$17,001.36		$16,691.92
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$15,199.00**		**$17,001.36**		**$17,526.52**
SERVING COUNTER MGCMLX01	$3,480.00	$6,960.00	$3,426.96	$6,853.92	NO BID	
SERVING COUNTER MGCMLX02	$2,595.00	$5,190.00	$2,672.00	$5,344.00	NO BID	
SERVING COUNTER MGCMLX03	$1,999.00	$3,998.00	$2,004.51	$4,009.02	NO BID	
		$16,148.00		$16,206.94		
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$16,148.00**		**$16,206.94**		

	ASSOCIATED FOOD EQUIPMENT		DOUGLAS FOOD STORES		CULINARY DEPOT		SAM TELL AND SON	
	EACH	EXTRENDED	EACH	EXTENDED	EACH	EXTENDED	EACH	EXTENDED
SMOKER	$9,752.90	$9,752.90	$11,162.55	$11,162.55	$12,132.41	$12,132.41	$8,931.18	$8,931.18
CART	$6,159.00	$6,159.00	$6,275.30	$6,275.30	$5,748.76	$5,748.76	$6,753.57	$6,753.57
CASTER	$276.75	$3,044.25	$225.50	$2,480.50	$325.00	$3,575.00	$290.59	$3,196.49
TOTAL		$18,956.15		$19,918.35	$325.00	$21,456.17		$18,881.24
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$20,851.77**		**$21,910.19**		**$23,601.79**		**$20,769.36**
ICE MAKER	$5,576.30	$11,152.60	$4,180.33	$8,360.66	$4,718.49	$9,436.98	$4,938.14	$9,876.28
ICE BIN	$3,373.00	$6,746.00	$2,548.71	$5,097.42	$2,673.04	$5,346.08	$2,987.41	$5,974.82
ICE DEFLECTOR	$95.55	$191.10	$70.78	$141.56	$75.71	$151.42	$84.62	$169.24
		$18,089.70		$13,599.64		$14,934.48		$16,020.34
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$19,898.67**		**$14,959.60**		**$16,427.93**		**$17,622.37**
SERVING COUNTER MGCMLX01	$3,290.63	$6,581.26	N/A		$3,727.23	$7,454.46	$3,199.22	$6,398.44
SERVING COUNTER MGCMLX02	$2,471.60	$4,943.20	N/A		$2,839.28	$5,678.56	$2,402.66	$4,805.32
SERVING COUNTER MGCMLX03	$1,881.00	$3,762.00	N/A		$2,210.03	$4,420.06	$1,829.36	$3,658.72
		$15,286.46				$17,553.08		$14,862.48
LOCAL VENDOR PREFERNCE ADJUSTMENT		**$16,815.11**				**$19,308.39**		**$16,348.73**
							DELIVERY/SET UP	1298.55

SEALED BID | # CITY OF MOBILE | **BID SHEET**

Do Not Return Via Email or Fax

This is Not an Order

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

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

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

Typed by: en   Buyer: 008

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:
3/2/2021	5526	Convention Center	Convention Center

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, March 24, 2021

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
	COMMERCIAL KITCHEN EQUIPMENT **FOLLOWING 3 ITEMS TO BE AWARDED ON AN ITEM BASIS**					
Qty: 1 each	Cook Hold Oven Cabinet Smoker Electric, Double-deck, Standard depth, 100 lb capacity each (1) rib rack shelf per compartment, (9) 12"x20"x2-1/2" full size pans, deluxe controller and probe, Heavy-duty stainless steel Solid door 5" casters 2 rigid 2 swivel with brakes EcoSmart 208-240v/60/1-ph, 32.0-36.3 amps, 7.7-8.7kw (no cord or plug) Solid door hinged on right Halo Heat Slo Cook Hold & Smoker Oven Alto-Shaam 1767-SK/III or Equal Make_________________ Model__________________					
Qty 1 each	Heated Banquet Cart 2 door Insulated					
			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
	Page 2 of 6					
	4 removable shelves Holds up to 200 11-3/4" plates Stainless steel construction, Timer, Thermometer, Whiteboard, Bumper, Bottom-mounted heat module, 6" casters (2 rigid/ 2 swivel with brakes) 12v/60/1-ph, 1650w, 13.8a, NEMA 5-15P, cULus, NSF Metro MBQ-200D or Equal Make__________________ Model___________________					
11 sets	Caster 3-1/2" H brushed stainless steel segments Sets of 4 Mogogo Buffet Solutions Castors 8-9/10"H, (2) with brakes and adaptor brakes Bauscher Hepp CK005-4 or Equal Make__________________ Model___________________ **ABOVE 3 ITEMS TO BE AWARDED ON AN ITEM BASIS** **FOLLOWING 3 ITEMS TO BE AWARDED ALL OR NONE**					
2 each	Ice Maker Cube-style Air-cooled Self-contained condenser 30"Wx24-1/2"Dx29-1/2"H Production capacity up to 1196 lb/ 24 hours 70°/50°, (950lb AHRI certified at 90°/70°) Dura Tech exterior Dice size cubes R410A refrigerant NSF Indigo NXT Series Ice Maker Manitowoc IDT1200A or Equal Make__________________ Model___________________					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name ________________________________

By ________________________________

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

BID CONTINUATION SHEET

Page______ of ______

QUANTITY	ARTICLES Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 3 of 6					
2 each	Ice Bin 60"W x 31"D x 54-1/2"H Top-hinged front-opening door 1238 lbs. application capacity AHRI certified 41.7 cu. ft. Sliding window & sliding ice gate Welded stainless steel construction (4) 6" legs Ice scoop Stainless steel adapters for 30" or 48" ice machines NSF Manitowoc F1325 or Equal Make____________ Model____________					
Qty 2 each	Ice Deflector Used for 30" Indigo ice machines on non-Manitowoc or F-Style bins Manitowoc K00347 or Equal Make____________ Model____________ **ABOVE 3 ITEMS TO BE AWARDED ALL OR NONE**					
Qty 2 each	**FOLLOWING 3 ITEMS TO BE AWARDED ALL OR NONE** Serving Counter, Utility Classic Large 71"x29-1/2"x35H Rectangular 3-tier High density double sided Bamboo top Brushed stainless steel legs Brake Mogogo Buffet Solutions Serving Station Baucher Hepp MGCMLX01 or equal 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

Qty
2 each

Serving Counter, Utility
Classic,
Medium,
47"x29-1/2"x35"H
Rectangle
3-tier
High density double sided
Bamboo top
Brushed stainless steel legs
Brake
Mogogo Buffet Solutions Serving Station
Bauscher Hepp MGCMLX02 or Equal

Make________________ Model________________

Qty
2 each

Serving Counter, Utility
Classic,
Small,
29-1/2"x29-1/2"x35"H,
Square,
3-tier,
High density double sided
Bamboo top,
Brushed stainless steel legs
Brake
Mogogo Buffet Solutions Serving Station
Bauscher Hepp MGCMLX03 or equal

Make________________ Model________________

ABOVE 3 ITEMS TO BE AWARDED ALL OR NONE

Additional specifications are attached.

Provide literature and specifications on products bid.

City of Mobile Business License required.
See Item 14 on reverse of page 1.

Inside delivery required.

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

City of Mobile will not add freight, handling fees, unloading fees, fuel surcharges, etc, after the fact.

Vendor/Shipper/Truck Line must call no less than 48 hours Prior to attempting delivery so that delivery can be met. If Vendor/Shipper/Truck Line fails to call no less than 24 hours prior to attempting delivery, the City of Mobile is not responsible for re-delivery charges, waiting fees, etc.

Vendor responsible for removal of all packing and shipping debris from City property.

Vendor to assemble equipment and set in place ready for use.

Final hookup of equipment electrical/gas connections will be done by the City of Mobile.

City of Mobile will determine what are equals.

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).

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 6 of 6 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org.					
			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.

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: 4/27/2021

Submitted by:

Brad Christensen, Director of REAM

Sponsored by:

Councilmember Rich & Mayor Stimpson

Amount of Contract:

$16,461.00

Funding Source

Project # Fire Station #6 (Edwards) - Bathrooms Floor Replacement

Discretionary Funds

Project String 10041522-42150

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	4/16/2021 - 4:19 PM
Budget	Sapp, Celia	Approved	4/16/2021 - 5:45 PM
Legal	Kern, Chris	Approved	4/19/2021 - 10:55 AM
Legal	Kern, Chris	Approved	4/19/2021 - 10:55 AM
Mayors Office	Barber, James	Approved	4/22/2021 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of: 4/27/2021

Submitted by:

Brad Christensen, Director of REAM

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Amount of Contract:

$1,055,000.00

Funding Source

Project # Mardi Gras Park Improvements PR-050-19 **Discretionary Funds**

Project String C0144-20002000-48010 **Contract Number:** 3246

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Klotz, Cindy	Approved	4/20/2021 - 5:53 PM
Capital	Hollins, Tiffany	Approved	4/21/2021 - 9:12 AM
Legal	Kern, Chris	Approved	4/22/2021 - 1:24 PM
Mayors Office	Barber, James	Approved	4/22/2021 - 1:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Brad Christensen, Real Estate Asset Management Dept

Sponsored by:

Various Councilmembers & Mayor Stimpson

Purpose and Scope of Project:

To provide maintenance/repair/replacement of all plumbing materials & equipment for one year at various City of Mobile facilities. This is essential to government operations due to safety & maintenance concerns at multiple City facilities.

Amount of Contract:

$100,000.00

Funding Source

Project # Various City of Mobile Facilities – Plumbing Services (1-Year Service Contract) FM-133-21	**Discretionary Funds**
Project String 10043035.42150 (Facility Maintenance-Maintenance & Repair / Operational Acct)	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Christensen, Brad	Approved	4/19/2021 - 5:03 PM
Budget	Sapp, Celia	Approved	4/20/2021 - 7:04 AM

Legal	Kern, Chris	Approved	4/20/2021 - 12:30 PM
Legal	Kern, Chris	Approved	4/20/2021 - 12:31 PM
Mayors Office	Barber, James	Approved	4/22/2021 - 1:32 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/27/2021

Submitted by:

Brad Christensen, Director of REAM

Sponsored by:

Councilmember Manzie & Mayor Stimpson

Amount of Contract:

$482,490.00

Funding Source

Project # History Museum of Mobile - Re-Roofing MU-002-21

Discretionary Funds

Project String C0558-20002000-48010

Contract Number:3235

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Christensen, Brad	Approved	4/15/2021 - 4:05 PM
Capital	Hollins, Tiffany	Approved	4/15/2021 - 4:28 PM
Legal	Kern, Chris	Approved	4/15/2021 - 5:27 PM
Mayors Office	Barber, James	Approved	4/22/2021 - 1:33 PM