



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, April 20, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Dr. W. A. James, Grace and Truth Christian Fellowship Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

April 13, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

9. APPEALS

Request of Dr. Bob Israel, 302 Dellwood Dr. East, for a waiver of the Noise Ordinance on May 1, 2021, from 7:00-10:30 p.m. (District 5).

Request of Angie Lancaster, 4205 Wilkinson Way, for a waiver of the Noise Ordinance on May 8, 2021, from 7:00-10:30 p.m. (District 5).

Request of Ginny Russell, #2 West Wimbledon Drive, for a waiver of the Noise Ordinance on May 8, 2021, from 7:00-10:30 p.m. (District 5).

Request of Whitney Loggins for a waiver of the Noise Ordinance on May 15, 2021, from 2:00-6:00 p.m., in Langan Park (District 7).

Request of Angel Loewen for a waiver of the Noise Ordinance on April 29, 2021, at O'Daly's, 564 Dauphin Street, from 6:00-10:00 p.m. (District 2).

Request of Anthony Dixon for a waiver of the Noise Ordinance on April 25, 2021, from 11:00 a.m.-4:00 p.m., at the Medal of Honor Park Pavilion (District

6).

Request of Anthony Dixon for a waiver of the Noise Ordinance on May 2, 2021, from 11:00 a.m.-4:00 p.m., at the Medal of Honor Park Pavilion (District 6).

Request of Christie Esters, 1301 Windsor Avenue, for a waiver of the Noise Ordinance on April 24, 2021, from 2:00-10:00 p.m. (District 3).

10. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Timothy Hollis

Nick Lawkis

Reggie Hill

ESSENTIAL/COVID 19 ITEMS HELD OVER

08-266 Approve purchase order to Precision Delta Corp for ammunition, \$21,900.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-267 Approve purchase order to Joe Bullard Chevrolet for crew cab pickup truck, \$30,086.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-268 Approve purchase order to CDW Government LLC for annual subscription for anti-malware software, \$43,325.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-269 Approve item based bid for Taser-brand electroshock equipment (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-270 Approve item based bid from Municipal Emergency Services, Inc. for firefighting helmets (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-271 Approve item based bid from Martin Marietta Materials, Inc. & Vulcan Construction Materials for aggregate (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-272 Transfer \$10,000.00 from the General Fund to the Capital Improvement Fund for a contract with Volkert, Inc., related to the Mobile Public Safety Facility (sponsored by Mayor Stimpson) (submitted by Captain Reed, MPD).

21-273 Authorize contract with McFadden Engineering, Inc. for a Spill Prevention Control and Countermeasure (SPCC) Plan for four City facilities,

NTE \$33,000.00 (sponsored by Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

09-285 Re-allocate \$650,000.00 from Capital Improvement Reserve account to Mardi Gras Park Improvements account (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM Department).

ESSENTIAL/COVID 19 ITEMS

09-286 Transfer \$2 million from the General Fund to the Capital Improvement Fund for Phase 1, I-65 & I-10 Lighting Improvements (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital).

09-287 Reallocate \$100,000 from City Wide Drainage FY 2021 and \$200,000 from City Wide Bridge & Culvert Repairs to PAYGO Texas Street & Ann Street Rebuild (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects).

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).

58-293 Assess cost for removal of weeds, Repeat Weed Lien Group 45.

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).

60-295 Determine an appropriation to the Mobile Sports & Entertainment Group, LLC, serves a public purpose and approve payment, \$8,000.00 (sponsored by Councilmember Williams) (submitted by Rebecca Christian, Accounting Department).

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

03-298 Appoint Karrie Maurin to the Architectural Review Board (sponsored by Councilmember Richardson) (submitted by Lisa C. Lambert, City Clerk).

21-299 Authorize contract with TENEX Software Solutions for the use of electronic poll books and related software/equipment (sponsored by City Council and Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

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).

11. CALL FOR PUBLIC HEARINGS

41-297 Call for public hearing to rezone property located at 2100 North University Boulevard (east side of North University Boulevard, at the east terminus of Mickey Drive, and the east terminus of Lebaron Drive South) from R-1, Single-Family Residential District to B-1, Buffer Business District (District 1) (scheduled for May 18, 2021).

12. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 4/20/2021

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

4/16/2021 -
10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/16/2021 -
10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 9:02
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 8:59
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 9:05
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 9:42
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 9:43
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 2:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 2:54
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/16/2021 - 3:58
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 2:58
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 2:59
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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

4/15/2021 - 3:27
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Precision Delta Corp for 150 cases of Winchester RA9T 9mm ammunition.

General Fund.

Amount of Contract:

\$21,900.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 Delta Agenda Package POs	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:58 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
<u>6105</u>	2021	(1530) POLICE ADMIN SERVICES	150 CASES WINCHESTER RA9T 9MM AMMUNITION (SEALED BID 5529)	\$21,900.00	<u>(293984)</u> <u>PRECISION</u> <u>DELTA CORP</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006105-00 FY 2021 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor PRECISION DELTA CORP P O BOX 128 RULEVILLE, MS 38771 Tel#662-756-2810 Fax 662-756-2591	Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/21	293984				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID 5529 AND YOUR QUOTE AMMUNITION 9MM, 147 GRAIN, SUBSONIC, WINCHESTER RANGER TALON, VENDOR TO PROVIDE WINCHESTER RA9T 500/CASE. AS PER MY BID 5529 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 10395	150.00 CASE	146.00000	21900.00
1	1000.30.15.1530.1542.1530.0000.0000.47020.			21900.00
Ship To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608 Delivery Reference LELAND TERRELL Deliver To POLICE PISTOL RANGE 12251 TANNER WILLIAMS RD MOBILE, AL 36608				

[Requisition Link](#)

Requisition Total	21900.00
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***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006105-00 FY 2021 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910514396 Status: Approved	Page 2
--	--	--------

Vendor
 PRECISION DELTA CORP
 P O BOX 128

Ship To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

RULEVILLE, MS 38771

MOBILE, AL 36608

Tel#662-756-2810
 Fax 662-756-2591

Delivery Reference
 LELAND TERRELL

Deliver To
 POLICE PISTOL RANGE
 12251 TANNER WILLIAMS RD

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/04/21	293984				POLICE ADMIN SERVICES

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.		
	21900.00	6257549.22
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Cancelled	04/07/21	DONNA MICHELE STANLEY	GL Allocation changed
Forward	02/04/21	JOHN PAINE	
Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij
Forward	03/22/21	JOHN PAINE	
Approved	04/07/21	DONNA MICHELE STANLEY	
Approved	04/07/21	DONALD ROSE	Auto approved by: 910514396
Approved	04/07/21	SANDRA LEWIS	Auto approved by: 910514396
Approved	04/07/21	JOHN PAINE	Auto approved by: 910514396

Authorized By: _____ Date: _____
 Signature

BID TAB 5529 - AMMUNITION

	10283	10285	10302	13950
GULF STATES DISTRIBUTORS	329.000 250/CASE	299.000 500/CASE	195.000 250/CASE	27.500 5/BOX
	\$/EACH			
PRECISION DELTA	SUBSTITUTE	NO BID	NO BID	32.250 5/BOX
	\$/EACH			
WALTER CRAIG LLC	170.730 250/CASE	262.200 500/CASE	170.730 250/CASE	NO BID
	\$/EACH			
LAWMEN & SHOOTERS	NO BID			

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 03/05/2021	BID NO. 5529	DEPARTMENT Police	Commodities to be delivered F.O.B. Mobile to: To Be Specified
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This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, March 25, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AMMUNITION					
Appx 0- 16,000 Rnds	Ammunition Shotgun, 00 Buck 2-3/4, 12 Gauge, 12 Pellet, Magnum Buckshot, Remington, No Substitute. City #10283 Make _____ Model _____ Rounds Per Case _____					
Appx 0- 8,000 Rnds	Ammunition .38+P Cal., 125 Gr, SJHP, Remington RTP38S21 No Substitute. City #10285 Make _____ Model _____ Rounds Per Case _____					
Appx 0- 20 Cs	Ammunition Shotgun, 12 Ga. Rifle Slug, 2 3/4" Rifle Slug, Extra Long Range 3 3/4 Dr. Eq. Powder 1 Oz. Slug. (50 Bxs of 5 Shells/Cs.) Remington Express #SP12RS-5PK. City #10302 Make _____ Model _____ Rounds Per Case _____					
			TOTAL			

Page 1 of 4

Page 1 of 4

**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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1- 120 Cs	Page 3 of 4 Ammunition .380 Cal. 95GR FMJ, 1000/CASE Federal #AE380AP City #15852 Make _____ Model _____ Rounds Per Case _____ Minimum quantity shown is minimum quantity to be purchased on the items listed above, upon award. GENERAL SPECIFICATIONS FOR ALL AMMUNITION: Duty Rounds are No Substitute. Pricing to be valid for 6 months from award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for an additional 6 month period. Provide literature and specifications on all alternate products bid. Quote delivered pricing FOB Mobile. Include all freight and delivery charges in your pricing. City will not pay freight or handling charges after the fact. The City of Mobile will not add freight, fuel surcharges, handling, inside delivery, unloading charges, hazardous material charges, etc., after the fact.					
	TOTAL					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 The City reserves the right to request a sample for evaluation if the City of Mobile so decides. 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. Sec: 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. For additional information, contact: City of Mobile Purchasing Department purchasing@cityofmobile.org TO BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of 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:4/20/2021

Submitted by:

John Paine Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Joe Bullard Chevrolet for one 2021 Chevrolet Silverado 4x2 crew cab pickup truck.

General Fund.

Amount of Contract:

\$30,086.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 Bullard Agenda Package POs	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:57 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
<u>6387</u>	2021	(F7000) MOTOR POOL	2021 CHEVROLET SILVERADO 4X2 CREW CAB PICKUP TRUCK. (SEALED BID 5531)	\$30,086.00	<u>(296800) JOE BULLARD CHEVROLET</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006387-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/21	1296800	02/10/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	HALF TON 4X2 CREW CAB PICKUP TRUCK: 4X2 CREW CAB PICKUP WITH 6 FOOT BED, V8 GASOLINE ENGINE, POWER WINDOWS, POWER LOCKS, POWER SIDE MIRRORS, RUNNING BOARDS/STEP RAILS, TRAILER TOWING PACKAGE, WHITE IN COLOR. VENDOR TO PROVIDE 2021 OR NEWER CHEVROLET SILVERADO 1/2 TON 4X2 CREWCAB PICKUP TRUCK. AS PER MY BID #5531 AND YOUR QUOTE Additional Description Notes ----- 2021 FORD F150 4X2 CREW CAB PICKUP WITH 6.5 FOOT BED, V8 GASOLINE ENGINE, POWER WINDOWS, POWER LOCKS, POWER SIDE MIRRORS, RUNNING BOARDS/STEP RAILS, TRAILER TOWING PACKAGE, SPRAY-ON BED LINER, INSTALL 4 CORNER STROBE LIGHTS PACKAGE "A" FLASHING AMBER AND WHITE, AND INSTALL CROWD DISPURSE HORN. REQUESTED BY THE POLICE DEPARTMENT FOR THE MOTORCYCLE MECHANIC.	1.00 EACH	30086.00000	30086.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP.			30086.00

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

Deliver To
 MOTOR POOL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006387-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 JOE BULLARD CHEVROLET
 2900 GOVERNMENT STREET

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36606

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#251-259-8525
 Fax 251-476-0862

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/21	296800	02/10/21			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	745 BROAD STREET			
	MOBILE, AL 36604			

Requisition Link

Requisition Total 30086.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP.	30086.00	2743200.68

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	30086.00	6257549.22
MOTOR POOL EXP		
VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Approved	02/11/21	DIANE MCCARTY	
Approved	04/02/21	DIANE MCCARTY	
Approved	04/02/21	DIANE MCCARTY	
Forward	03/22/21	HEATHER KIHYET	Automatic Forward to 9105paij
Rejected	04/01/21	JOHN PAINE	per your request
Rejected	04/02/21	JOHN PAINE	per your request
Approved	04/07/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	04/07/21	DONALD ROSE	Auto approved by: 9105paij
Approved	04/07/21	SANDRA LEWIS	Auto approved by: 9105paij
Approved	04/07/21	JOHN PAINE	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00006387-00 FY 2021 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
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Vendor JOE BULLARD CHEVROLET 2900 GOVERNMENT STREET MOBILE, AL 36606 Tel#251-259-8525 Fax 251-476-0862	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/02/21	296800	02/10/21			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____ Signature		Date: _____	

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: 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:
03/09/2021	5531	Motor Pool	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Friday, March 26, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	PICKUP TRUCKS					
Appx. 1-3	2021 – 2022 model ½ Ton Crew Cab Pickup Trucks, as per the following and attached specifications. Make: _____ Model: _____					
Appx. 2-5	2021 or 2022 model ¾ Ton Crew Cab 4x4 Pickup Trucks with V-8 engine, upfitted with emergency lighting, as per the following and attached specifications. Make: _____ Model: _____ Pricing shall be delivered pricing FOB Mobile to the City of Mobile Motor Pool at 745 South Broad Street, Mobile, AL 36603. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

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.

½ ton Crew cab pick up truck

The newest ½ Ton Crew Cab Truck. Must include the following options: Gas V8 Engine, Power windows, Power locks, Backup Camera, Tow Package, Power adjust Mirror, Vinyl Flooring, White in Color

The newest FORD F250 FX4 OR EQUAL CREW CAB 4X4 TRUCK, WITH SHORT BED. Must include the following options: Gas V8 Engine, Power windows, Power locks, Privacy glass/ tinted windows, Air Conditioning, AM/FM Sync 3 with Bluetooth , Backup Camera, Tow Package w/ 7/4 plug, Power adjust Mirror, Vinyl Flooring, 4 Wheel Disc Brakes, Tilt Wheel , step rails, White in Color

The following products shall be provided and installed on the above vehicles there shall be no substitution of the products listed below.

1 Ea. Able2Products Compact Siren Controller- Sho-Me PIN 30.2109

1 Ea. Whelen 100 watt Siren Speaker with bracket for 2020 Ford F250 PIN SA315P No Substitutions

2 Ea. LED Dash Light BLUE- Sound Off Signal PIN ENFSWS3B With Sound Off Signal Bracket PIN PNFSLDGSB

1 Ea. Sound off Signal Blue Dual side-by-side Deck mount LightPIN ENFDGSBB (9 LED Solid Color)

1 Ea. 12K Warn Winch w/ remote and Westin HDX Winch Mount Grille Guard (part number 57-93835)

1 Ea. LED 6 inch light bar Westin HDX B-Force Flush Mount LED Light Bar Kit (Part number 57-0025) mounted to Grille Guard in appropriate location.

1Ea. Led 6 inch Light bar Westin B Force (Part number 09-12211-6F) mounted to bottom Right of tow package

1Ea. Led 6 inch Light bar Westin B Force (Part number 09-12211-6F) mounted to bottom Left of tow package

1 Ea. Spray-in Liner

1 Ea. Heavy Duty Suspension

1 Ea. Cab Steps

1 Ea. 4 Corner Strobes

1 Ea. Mini UHF RG58 Connector- Motorola #2880376E84 No Substitutions

1 Ea. ATM Mini Fuse Block Panel4 or 6 Gang 12 Volt Blade

City shall provide a Harris radio harness kit that bidder shall install prior to delivery.

*All above equipment to be installed prior to delivery

All installations must be professional and neat in appearance and performed by one organization. All manners of installation and wiring must be uniform and appropriate for the equipment being used

Item #1- Sound Off dash/deck lights - will be installed as per manufacturer's specifications using factory supplied mounting brackets. All cable will be routed behind trim and floor covering and positioned as to not interfere with other components.

Item #2- Rear LED lights with mounting brackets- will be installed as per manufacturer's specifications using factory supplied mounting brackets. All cable will be routed behind trim and floor covering and positioned as to not interfere with other components.

Item #3 - Lighted rocker switches X2 - Dash mounted location to be specified.

Switch 1: Switch 2:

Controls front LED Light Bar and factory flashers. Controls Rear LED spoiler lights.

Item #4- Sho-me 100 Watt Siren control box- Will be installed in dash or console (to be determined based on space requirements). Wiring connections for this item will be connected as follows:

Power: Front Power Distribution Connector.

Ground: attached to vehicles factory supplied ground lug. Speaker: attached to factory wiring harness that is connected to siren speaker. Control switches: connected to the siren controller and mounted at location to be specified.

Item #5- Whelen SA315P, 100 Watt Siren Speaker with Whelen Bracket- will be installed behind the grill utilizing the supplied bracket with manufacturer's factory supplied hardware.

Item #6 - Mobile Radio Wiring- wiring harness for this item will be connected as follows: (to also include Antenna Cable)

Power: Ignition: Ground:

Connected to Power Distribution Connector. Connected to Power Distribution Connector. Connected to ground lug.

In the Harris radio harness kit there are 2 power wiring harnesses, 1 for the radio head unit and 1 for the MRU trunk unit which will be mounted in the trunk. A 3pin data cable will run between these 2 units. A coaxial antenna cable will be roof mounted and terminated with a TNC connector. A radio speaker will be mounted with the supplied mounting bracket and hardware to a location to be specified.



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:4/20/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to CDW Government LLC for Malewarebytes anti-malware software annual subscription.

General Fund.

Amount of Contract:

\$43,325.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 CDW Agenda Package POs	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:57 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
<u>8911</u>	2021	(5000) INFORMATION TECHNOLOGY	ANNUAL SUBSCRIPTION FOR MALWAREBYTES ANTI-MALWARE SOFTWARE (AL STATE CONTRACT MA-999- 1700)	\$43,325.00	<u>(272932) CDW GOVERNMENT LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008911-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105foia Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/21	1272932	04/02/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

SEE QUOTE #LZXN332 AND PER STATE OF ALABAMA CONTRACT: MA-999 170000000186
(ALABAMA NVP SOFTWARE ADSPO 16-130652).

001	ITEM: Malwarebytes Endpoint Protection Response subscription license 1 year Supplier Part No: 5275381 Manufacturer Part No: EPR12N1000 Manufacturer Name: Malwarebytes Cloud Supplier Quote No: 31768:LZXN332 NIGP: UNSPSC: 43233205	1525.00 EACH	25.00000	38125.00
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1 1000.10.25.5000.5000.5000.0000.0000.42150. 38125.00

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008911-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/21	272932	04/02/21			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
002	ITEM: MALWAREBYTES EP DETECT RESP	100.00	52.00000	5200.00
	SVR SUP Supplier Part No: 6107117	EACH		
	Manufacturer Part No: EDRSPP12N50			
	Manufacturer Name: Malwarebytes			
	Cloud Supplier Quote No:			
	31768:LZXN332 NIGP: UNSPSC:			
	43000000			

1	1000.10.25.5000.5000.5000.0000.0000.42150.	5200.00
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

003	ITEM: MALWAREBYTES PREM SUP STD	1.00	0.00000	0.00
	Supplier Part No: 6017496	EACH		
	Manufacturer Part No: MPSNC12S01			
	Manufacturer Name: Malwarebytes			
	Supplier Quote No: 31768:LZXN332			
	NIGP: UNSPSC: 43000000			

1	1000.10.25.5000.5000.5000.0000.0000.42150.	.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008911-00 FY 2021 Acct No: 1000.10.25.5000.5000.5000.0000.0000.42150. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/01/21	272932	04/02/21			INFORMATION TECHNOLOGY

LN Description / Account	Qty	Unit Price	Net Price
Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			

Requisition Link

Requisition Total 43325.00

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

Account	Amount	Remaining Budget
1000.10.25.5000.5000.5000.0000.0000.42150.	43325.00	858156.40
INFORMATION TECHNOLOGY EXP		
MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	04/01/21	MARK PEARSON	Auto approved by: 91057606
Approved	04/01/21	SCOTT KEARNEY	
Forward	04/01/21	JOHN PAINE	
Approved	04/08/21	DONNA MICHELE STANLEY	Auto approved by: 9105fola
Approved	04/08/21	DONALD ROSE	Auto approved by: 9105fola
Approved	04/08/21	SANDRA LEWIS	Auto approved by: 9105fola
Approved	04/08/21	ANNE FOLEY	

=====	=====
Bill To	Requisition 00008911-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.25.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 4
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Vendor
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE

VERNON HILLS, IL 60061

Tel#877-501-2756
Fax 312-705-0431

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
04/01/21	272932
04/02/21	
	INFORMATION TECHNOLOGY
-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 17000000186

NOT TO EXCEED AMOUNT:

Begin Date: 07/27/2017

Procurement Folder: 389954

Expiration Date: 01/07/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 03/10/21

Version Number: 6

CONTACT INFORMATION

REQUESTOR:

Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

ISSUER:

Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

BUYER:

Jennifer Loretz
334-242-7370
jennifer.loretz@purchasing.alabama.gov

CONTRACT DESCRIPTION

Software, Valued Added Reseller for COT Software & Services

Ship To:

Bill To:

REASON FOR MODIFICATION

Contract renewed

VENDOR INFORMATION

Name /Address:

VC000004220: CDW GOVERNMENT INC
75 REMITTANCE DR, SUITE 1515
CHICAGO IL 60675-1515

Contact:

Brittany Logan
877-742-3146
britlog@cdwg.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0		\$0.000000	\$0.00			\$0.00	\$0.00

20800 - COMPUTER SOFTWARE FOR MICROCOMPUTERS, SYSTEMS, INCLUDING CLO

CDW Contract No. ADSP016-130652

Software, Valued Added Reseller for Commercial off the Shelf Software (COTS) and related services.

Pricing will be presented as a cost plus markup/down. See page 6 and 7 of this Master Agreement for a complete list of Software.

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

Approved:

Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 3 of 7
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TERMS AND CONDITIONS

Mandatory Source:

All State agencies must use this contract, as established through the Division of Purchasing. State agencies that have their own procurement authority have the option to utilize this contract. This contract may also be available to local governments.

Contract Length:

Section 41-16-27, Code of Alabama 1975 states that contracts for the purchase of personal property or contractual services other than personal services shall be let by competitive bid for periods not greater than five years. This agreement shall not exceed the original terms of the contract/agreement nor shall it exceed five (5) years whichever comes first.

Quote Requests:

Response time should be within twenty-four (24) hours but no more than three (3) business days.

Guaranteed 30 Day Quote:

Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during that time, the Reseller may provide two quotes, based upon the date that the order is received.

Delivery Period:

Reseller to provide delivery no longer than ten (10) business days after receipt of valid order unless conditions arise outside the control of the Reseller. The Reseller is to notify the Purchasing Entity of delay and anticipated delivery ship date. If this delay is unacceptable to the Purchasing Entity, the order can be canceled without penalty.

Late Payments:

Penalty for agencies paying invoices late may not exceed the rate charged by State of Alabama Comptroller's Office.

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.

Third Party Cloud Services:

In the event that the State of Alabama purchases Cloud Services from the Contract vendor, the following terms shall govern such purchases:

Definition

"Personal Data" means data which relate to a living individual who can be identified (a) from that data, or (b) from that data and other information which is in the possession of, or is likely to come into the possession of, the controller, and includes any expression of opinion about the

17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 4 of 7
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individual and any indication of the intentions of the controller or any other person in respect of the individual.

Cloud Services

State of Alabama acknowledges that it is receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Cloud Service Provider's standard terms and conditions or such other terms as agreed upon by State of Alabama and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, State of Alabama shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to the State of Alabama and State of Alabama will look solely to the Cloud Service Provider for any loss, claims or damages arising from or related to the provision of such Cloud Services.

Warranties State of Alabama acknowledges that Contract vendor is not the provider of the Cloud Services purchased by State of Alabama hereunder and the only warranties offered are those of the Cloud Service Provider, not Contract vendor. In purchasing the Cloud Services, State of Alabama relies on the Cloud Service Provider's service descriptions and the terms and conditions set forth in the Cloud Services Terms and Conditions only.

State of Alabama further acknowledges and agrees that Contract vendor makes no representations, warranties or assurances that the Cloud Services are designed for or suitable for use in any high risk environment, including but not limited to aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems, and State of Alabama shall indemnify, defend and hold Contract vendor, and its and their directors, officers, employees and agents harmless from any loss (of any kind), cost, damage or expense (including, but not limited to, attorneys' fees and expenses) arising from any such use of the Cloud Services. State of Alabama further agrees to review and comply with the Cloud Service Provider's disclaimers and restrictions, if any, regarding the use of the Cloud STATE OF ALABAMA Services, in high risk environments.

SUBJECT TO APPLICABLE LAW, CONTRACT VENDOR MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS AND COVENANTS, EITHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, ACCURACY OR NON-INFRINGEMENT) ARISING OUT OF, OR RELATED TO, THE CLOUD SERVICES OR THE HARDWARE OR SOFTWARE USED TO DELIVER THE CLOUD SERVICES. FURTHERMORE, CONTRACT VENDOR DOES OT WARRANT THAT THE CLOUD SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE OR THAT THE CLOUD SERVICES WILL MEET STATE OF ALABAMA'S REQUIREMENTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY CLOUD SERVICE PROVIDER'S WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS OF THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTIES FROM THE CLOUD SERVICES PROVIDER. STATE OF ALABAMA ACKNOWLEDGES THAT NO REPRESENTATIVE OF CONTRACT VENDOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY THAT IS NOT IN THESE TERMS AND CONDITIONS.

State of Alabama shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption. State of Alabama shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of Cloud Services. CONTRACT VENDOR, AND ITS AND THEIR SUPPLIERS, SUBCONTRACTORS AND AGENTS ARE HEREBY RELEASED AND SHALL CONTINUE TO BE RELEASED FROM ALL LIABILITY IN

17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 5 of 7
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CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE, AND STATE OF ALABAMA ASSUMES ALL RISK OF LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE IN ANY WAY RELATED TO OR RESULTING FROM THE CLOUD SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL EITHER PARTY OR THEIR SUPPLIERS, SUBCONTRACTORS OR AGENTS BE LIABLE FOR: ANY LOSS OF PROFITS, LOSS OF SALES OR TURNOVER, LOSS OR DAMAGE TO REPUTATION, BUSINESS, REVENUES OR SAVINGS, LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, AND WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY. THE ENTIRE LIABILITY OF EACH PARTY FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY STATE OF ALABAMA FOR THE CLOUD SERVICE(S).

17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 6 of 7
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PUBLISHERS

MARKUP/DOWN

KEY EMIZED	ADOBE	.97%
	CITRIX	.97%
	MICROSOFT	1.26%
	NOVELL	.97%
	SYMANTEC	.97%
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17000000186	Document Phase Final	Document Description Software, Valued Added Reseller for COT Software & Services	Page 7 of 7
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WEBSense	.88%
any other non-listed publisher	2.20%



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item-based bid award to Gulf States Distributors for Taser-brand electroshock equipment.

General fund

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 Taser agenda package Bids	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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)
<u>5535</u>	Taser-brand electroshock equipment	15	See attached bid tab	One year, renewable for two additional one year periods	<u>(78918) Gulf States Distributors</u>

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

Adopted:

City Clerk

BID 5535 TASERS

		GULF STATES DISTRIBUTORS	AXON
13148 TRAINING CARTRIDGE	34200	\$27.00	N/A
17004 REPLACEMENT MAGAZINE	26700	\$44.00	N/A
HOLSTER RH	11501	\$61.00	\$73.67
HOLSTER LH	11504	\$61.00	\$73.67
17150 GUN, ALL DIGITAL, BLACK	11002	\$1,065.00	\$1,163.09
17151 GUN, ALL DIGITAL, YELLOW	11003	\$1,065.00	\$1,163.09
17152 BATTERY	22010	\$65.00	\$71.06
17154 BATTERY	22012	\$65.00	\$71.06
17153 BATTERY	22011	\$78.00	\$85.43
17163 BATTERY	44203	\$33.00	\$36.05
17155 DOWNLOAD KIT	22013	\$200.00	\$229.90
CAM HD	26810	\$570.00	\$622.82
CAM HD W/ AUTO SHUTDOWN	26820	\$600.00	\$655.22
CAM HD REPLACEMENT BATTERY	26764	\$62.00	\$67.93
CAM HD USB DOWNLOAD KIT	26762	\$18.00	\$19.70
CAM 2	26830	NO BID	N/A

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) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ 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 03/10/2021	BID NO. 5535	DEPARTMENT Police Department	Commodities to be delivered F.O.B. Mobile to: To Be Specified
--------------------	-----------------	---------------------------------	--

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Thursday, April 1, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	POLICE EQUIPMENT, TASERS					
Appx 700 to 2500	Training Cartridge, Taser 15 foot Air Cartridge. Taser International Model 34200 15' Air Cartridge City #13148 Make _____ Model _____					
Appx 0 to 40	Replacement Digital Power Magazine for Taser International X26 Taser Gun. Taser International Digital Power Magazine (DPM) #26700. City #17004 Make _____ Model _____					
Appx 0 to 100	Taser Holster, Right Hand for X26P. Model #11501. Make _____ Model _____					
Appx 0 to 100	Taser Holster, Left Hand for X26P. Model #11504. Make _____ Model _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4					
Appx 0 to 100	Taser Gun, All Digital, Black, Taser Model X26P. P/N #11002 City #17150 Make _____ Model _____					
Appx 0 to 100	Taser Gun, All Digital, Yellow, Taser Model X26P. P/N #11003 City #17151 Make _____ Model _____					
Appx 0 to 100	Battery for Taser Gun Model X26P, PPM Performance Power Magazine. P/N #22010 City #17152 Make _____ Model _____					
Appx 0 to 100	Battery for Taser Gun Model X26P, TPPM Performance Power Magazine with Finger Rest. P/N #22012 City #17154 Make _____ Model _____					
Appx 0 to 100	Battery for Taser Gun Model X26P, APPM Automatic Shut-Down Power Magazine. P/N #22011 City #17153 Make _____ Model _____					
Appx 0 to 100	Cartridge 25 FT, Green Blast Door for Taser Gun Model X26P. P/N #44203 City #17163 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	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4					
Appx 0 to 100	Dataport Download Kit for Taser Model X26P/X2. P/N #22013 City #17155 Make _____ Model _____					
Appx 0 to 100	Taser Cam HD for Taser Gun Model X26P/X2. P/N #26810 Make _____ Model _____					
Appx 0 to 100	Taser Cam HD AS with Auto Shutdown for Taser Gun Model X26P/X2. P/N #26820 Make _____ Model _____					
Appx 0 to 100	Taser Cam HD Replacement Battery. P/N #26764 Make _____ Model _____					
Appx 0 to 100	Taser Cam HD USB Download Kit. P/N #26762 Make _____ Model _____					
Appx 0 to 100	Taser Cam 2 for Taser Model X26. P/N #26830 Make _____ Model _____					
	Upon award of bid, Minimum Quantities shown to be purchased.					

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 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. Pricing to be firm for a one-year period after award of bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for 2 additional 1-year periods. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. TO BE AWARDED ON AN ITEM BASIS					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods
and correct invoice of 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:4/20/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve Item based bid award to Municipal Emergency Services Inc for Firefighting Helmets.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 Municipal Agenda Package Bids	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:57 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)
<u>5525</u>	Firefighting Helmet	1	\$250.00	One year, renewable for two additional one year periods	<u>(287234) Municipal Emergency Services Inc</u>

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

Adopted:

City Clerk

BID 5525 PROTECTIVE HELMET
FOR STRUCTURAL FIREFIGHTING

MUNICIPAL EMERGENCY SERVICES
GEORGIA FIRE AND RESCUE SUPPLY

HONEYWELL
BULLARD

\$250.00
\$280.00

SAFETY PRODUCTS INC

NO BID

Do Not Return Via Email or Fax

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: 006

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	5525	Fire	To Be Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, March 18, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 0 to 300	THIS BID CANCELS AND REPLACES CITY OF MOBILE BID #5505 PROTECTIVE HELMET FOR STRUCTURAL FIREFIGHTING, TRADITIONAL STYLE HONEYWELL MODEL EV1, OR EQUAL. See attached Specifications. #13933 Make _____ Model _____ Provide literature and specification on product bid. Helmet to be NFPA Certified. All pricing shall be firm for a 1-year period following the Award of this bid. At the option of the City of Mobile and the successful vendor. The award(s) of this bid may be extended for 2 additional 1-year periods. All pricing shall be delivered pricing, FOB Mobile, Alabama. The City of Mobile will not add freight charges, fuel surcharges, handling charges, etc., after the fact. DIFFERENT PRICES FOR DIFFERENT COLORS IS NOT ACCEPTABLE. 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/					
			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.

Page _____ of _____

73

FIRE HELMET PRODUCT SPECIFICATION

PRODUCT TYPE: Structural Firefighting Helmet

PRODUCT MODEL: Traditional Fire Helmets

PURPOSE: To supply a uniform, standard product specification for a fiberglass composite structural fire helmet.

SCOPE: The scope of this product specification encompasses the performance criteria, design, construction and materials deemed necessary for helmets utilized for structural (and proximity as applicable) firefighting.

GENERAL: Helmets manufactured in accordance with this specification are designed to mitigate adverse environmental effects to the firefighter's head while providing the specifying authority with what are, in their opinion, essential requirements.

WEIGHT: All helmets shall be less than 3.2 pounds with the following options installed: Retractable face shield, eagle front holder, chin strap, edge beading, reflective trapezoids, comfort liner, and head suspension.

PERFORMANCE CRITERIA/STANDARDS: Traditional Fire Helmets shall meet the requirements of NFPA '9712018 (or the current edition) for structural firefighting and proximity firefighting when that option is selected; US-OSHA '910.156, and CAL-OSHA. All eye/face protection sold as part of the original helmet assembly shall be compliant with the impact requirements of the current editions of ANSI/ISEA Z87.1 and NFPA '971.

PERFORMANCE VERIFICATION DATA REQUIREMENT: Response to this specification shall include a complete and current NFPA '971 test report from a recognized, accredited test facility detailing all performance data for the helmet(s) and compliant helmet components included in the original assembly. Certificates of conformance and/or letters of certification alone shall not be acceptable. Component testing is not acceptable. Certification testing is conducted every year to a random lot size, as per NFPA requirements.

MANUFACTURER'S WARRANTY: Fire Helmets manufactured on or after date of award of this bid, to be free from defects in materials and/or faulty workmanship for a period of ten (10) years from the date of manufacture.

HELMET SHELL: Traditional Fire Helmets shall have a classic American Fire Service style helmet shell, comprising a crown, with four (4) major ribs (front, back, left and right sides), and four minor ribs equidistant between each major rib, and a brim that has a short front visor continuing around the sides to a large rear watershed area. The upper surface of the watershed shall have a textured finish with 'wy scroll on the back of the watershed brim. The underside of the brim shall have drill guides for the various eye/face protection that can be attached to the shell. The shell material shall be a fiberglass composite, consisting of a high-temperature-, flame-, and chip resistant "through-colored" thermoset resin, reinforced with 1' and 2" chopped fiberglass, compression molded to form a one-piece shell. Colors of the exterior of the shell shall be completely coated with a color pigmented, high gloss, abrasion, high heat, and chemical resistant paint finish. The shell color and matched paint finish shall be available in the standard colors of white, red, black, and yellow. Orange, blue, and green painted finishes shall be available over a white composite shell. The shell dimensions (wh edge-trim) shall be 15.5" in length, 11.88" in width and a crown depth of 6.5". The shell shall have a nominal wall thickness of 0.065" in the crown and 0.080" in the brim.

The shell shall have black or white, high-temperature, flame-resistant, flexible edge trim made of thermoplastic rubber (TPR) with an aluminum core. The edge-trim is secured around the entire brim of the helmet by crimping the aluminum core, which simultaneously captures and retains a wire used to reinforce the brim of the helmet. The edge-trim is secured at the mating ends with a high temperature adhesive and clamped by the helmet hanger clip at the edge of the rear brim. The shell shall have a helmet hanger comprised of a 1/2", nickel plated "D" ring and a stainless steel clip. The helmet hanger shall be attached to the center rear of the brim.

FRONT HOLDER: The helmet shell shall be furnished with a collapsible brass front-piece holder designed to absorb impact that shall be attached to the main rib on the shell front, and positioned to capture the top of standard 6" fire department identification shields (i.e., front piece). The front holder shall be a brass carved eagle, silk-screened brass eagle, a brass silk-screened Maltese cross, brass carved dragon or a brass carved beaver. The shell shall have a thermoplastic, front-piece mounting bracket affixed to the front center of the brim. The bracket shall provide for positioning and retention of 6" front pieces. No front piece to be provided – holder only.

IMPACT CAP: The impact cap is designed to help provide increased thermal and impact protection. The impact cap shall be an impact-resistant polymer liner covered by a rigid cell, high temperature, energy absorbing urethane foam cap that covers the entire inner crown of the helmet.

HEAD SUSPENSION: Traditional Fire Helmet shall consist of a six-way head suspension system, attached to the impact cap. The head suspension system comprises three (3) fixed 0.75" wide nylon straps mounted at six points on the impact liner and fastened at their intersection to form the 6-way overhead strap assembly. The straps are attached to the impact cap by means of a rigid plastic clip that locks the straps into the lugs of the impact cap liner. A cloverleaf crown pad shall be incorporated into the overhead strap assembly.

SHELL RELEASE SYSTEM: The impact liner, complete with suspension system and chinstrap assembly (as described under "CHINSTRAP") shall be retained to the helmet shell by means of two (2) thermoplastic retention clips mounted under the eye/face protection hardware. This design will enable the shell to be released from the helmet when impacted from below the brim, reducing the chance of being injured by the chinstrap, and leaving the impact cap on the wearer's head for continued thermal and impact protection.

SIZING ADJUSTMENT: The size of the headband may be adjusted to fit the wearer's head by means of a ratchet adjustment system. The headband is attached to the sides of the impact cap liner by four (4) flexible retention tabs.

The rear ratchet arms shall have three (3) adjustable positions so that the angle of the ratchet may be set to accommodate the nape of the wearer's head. The headband height shall be adjustable at the front of the helmet via a hook and loop system to provide additional comfort to the wearer and maximize compatibility with the SCBA facepiece. The headband shall have a head size range of 6 3/8 to 8 3/4, adjustable in 1/8" increments.

COMFORT LINER: Traditional Fire Helmet shall have a removable comfort liner, consisting of a headband cushion and a ratchet pad. Both components made of a foam-core laminate system, comprised of a soft black flame-resistant flannel material against the user's head backed by a soft loop material secured to the headband and ratchet with hook fastener. The comfort liner is machine-washable. It can easily be upgraded to a standard flannel or deluxe leather-lined version.

CHINSTRAP: The chinstrap shall be constructed of three (3) pieces (or sections) of 3/4" wide, spun-Nomex webbing, which are connected by a high-temperature, durable thermoplastic quick-release buckle on the left side of the helmet, and by an optional cast zinc postman's slide buckle on the right side of the helmet. The middle section shall be a minimum of 23" in length and the total length of the chinstrap shall be 35" at full extension, end to end. An optional four-point chin strap shall be available without requiring an alternate impact cap assembly.

EAR/NECK PROTECTION: Traditional Fire Helmet provides ear and neck protection with a 7.25" wide, "9" long, full-cut earlap with an expanded opening at the neck, making the ratchet adjustment easily accessible. The triple-layer earlap consists of a 4.5 oz. / yd., yellow or black colored Nomex outer layer, and two flame resistant black flannel inner layers. The earlap shall be secured via two (2) Velcro tabs at either end of the top of the earlap and one continuous length of Velcro along the top edge of the earlap. The earlap is machine washable and can be easily upgraded to a PSI/Kevlar or Bloodborne Pathogen earlap. The ear and neck protector shall be removable without interfering with the overhead strap assembly in any way and without removing any part of the helmet suspension. All versions shall also be available with underchin extensions.

RETRO-REFLECTIVE TRIM: Traditional Fire Helmet shall have eight (8) tetrahedron shaped pieces of retroreflective trim around the exterior crown of the helmet shell for maximum visibility. Both Reflexite and Scotchlite trim shall be available. Color options include Lime-Yellow, Red-Orange*, Scotchlite Triple Trim in Lime-Yellow or Red-Orange; White* and Blue* Reflexite are also available (*not compliant with NFPA-1971).

EYE PROTECTION OPTIONS: Traditional Fire Helmets should have an integral visor that retracts between the helmet shell and impact cap. The visor shall be a wrap-around design, 4.5" high and 8.25" long and have a comfort nose pad. The lens shall be coated with a scratch resistant coating on both inner and outer surfaces to help protect it from abrasion. The lens shall be optically correct to eliminate distortion. The lens shall be clear. The lens material shall be high- performance, impact-resistant plastic.



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:4/20/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve item based bid award for Aggregate.

General Funds.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210408 Aggregate Agenda Package Bids	Cover Memo	4/8/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	4/8/2021 - 2:56 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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)
<u>5536</u>	Aggregate	16	See bid tab	Through Nov 7, 2021, renewable for four 7-month periods.	<u>(131289) Martin Marietta Materials, Inc; (228600) Vulcan Construction Materials LP</u>

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

Adopted:

City Clerk

TABULATION OF BIDS

BID # 5536

AGGREGATE

7 APRIL 2021

NAMES OF BIDDERS

ITEM	QTY	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1.	10979	TON LIMESTONE TYPE A		33.00		26.00					
		PICK UP									
2.	10987	TON LIMESTONE TYPE A		39.75		35.00					
		DELIVERED									
3.	14011	TON LIMESTONE RIPRAP		50.00		44.00					
		CLASS 6X3 GABION PICK-UP									
4.	10986	TON LIMESTONE RIPRAP		57.75		54.00					
		CLASS 6X3 GABION DELIVERED									
5.	14256	TON LIMESTONE RIPRAP		NB		45.00					
		CLASS 3 PICK UP									
6.	14255	TON LIMESTONE RIPRAP		NB		57.00					
		CLASS 3 DELIVERED									
7.	10978	TON LIMESTONE #4 CIR		34.00		29.00					
		PICK-UP									
8.	10982	TON LIMESTONE 6-10 MIX		NB		30.00					
		PICK-UP									
9.	10993	TON LIMESTONE RIPRAP		50.00		44.00					
		CLASS 2 PICK-UP									
10.	11010	TON LIMESTONE RIPRAP		50.00		44.00					
		CLASS 1 (10-100) PICK UP									
11.	10975	TON GRAVEL #57		45.50		NB					
		PICK-UP									
12.	13590	TON LIMESTONE TYPE B		33.00		25.00					
		PICK-UP									
13.	13589	TON LIMESTONE TYPE B		39.75		34.00					
		DELIVERED									
14.	16074	TON GRAVEL #57		52.25		NB					
		DELIVERED									
15.	16143	TON LIMESTONE #57		34.00		28.00					
		PICK-UP									
16.	16144	TON LIMESTONE #57		40.75		37.00					
		DELIVERED									

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: 007

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

DATE 03/23/2021	BID NO. 5536	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Per Purchase Order
--------------------	-----------------	-----------------------	--

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Wednesday, April 7, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	AGGREGATE The City of Mobile is requesting bids for Aggregate as per attached RFQ. Prices quoted on this bid are to be held firm until November 7, 2021. At the option of the successful bidder and the City of Mobile, the prices may be extended for four (4) more seven (7) month periods. State all pricing on attached RFQ. Stated prices are delivered prices FOB Mobile, except for item numbers that state City of Mobile will pick up. State any special conditions or ordering instructions. Please remember to sign this original bid sheet and return with RFQ. This bid will be awarded on an item basis. Vendor must have local availability within the County of Mobile for city trucks to pick up aggregate where stated. Issue of purchase orders (for items to be picked up at vendor's yard by City trucks) from this bid will be based upon proximity of current jobsite to nearest vendor's yardsite. Items delivered by vendors to city locations will be based upon low quote. No bid bond is required.					
			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)
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13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
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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.
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Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Page 3 of 3 THE CITY OF MOBILE DOES NOT ACCEPT VENDOR’S TERMS AND CONDITIONS. Please Note: In an effort to update our bid files, vendor(s) who fail to bid may be removed from bid list. If you do not wish to bid on the following categories, yet wish to remain on bid list for items other than those on the following pages, you must so notify the City of Mobile Purchasing Department in writing as to specific items that you wish to be listed for, otherwise removal may occur. City of Mobile Business License Required. See Item 14 on Reverse of Page 1. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. For additional information contact Jim Neese @ 251-208-7401 or 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.

		PRICE	TON
1	10979 LIMESTONE TYPE A, DENSE GRADED BASE, (PICK-UP BY CITY TRUCK). O		
2	10987 LIMESTONE TYPE A, DENSE GRADED BASE, (TO BE DELIVERED BY VENDOR) . O		
3	14011 LIMESTONE RIPRAP, CLASS 6X3, GABION (PICK-UP BY CITY TRUCK) O		
4	10986 LIMESTONE RIP RAP, CLASS 6 X 3, GABION (DELIVERED BY VENDOR) O		
5	14256 LIMESTONE RIPRAP CLASS 3, TO BE PICKED UP BY CITY TRUCK: O		
6	14255 LIMESTONE RIPRAP CLASS 3, TO BE DELIVERED BY VENDOR. O		
7	10978 LIMESTONE #4 CIR, TO BE PICKED UP BY CITY TRUCK. O		
8	10982 LIMESTONE 6-10 MIX, TO BE PICKED UP BY CITY TRUCK. O		

9 10993
LIMESTONE RIP RAP,
CLASS #2, TO BE PICKED
UP BY CITY TRUCK.
O

TON

10 11010
LIMESTONE RIP RAP,
CLASS 1, (10-100). TO
BE PICKED UP BY CITY
TRUCK.
O

TON

11 10975
GRAVEL #57, TO BE
PICKED UP BY CITY
TRUCK.
O

TON

12 13590
LIMESTONE TYPE B,
DENSE GRADED BASE,
(PICK-UP BY CITY
TRUCK).
O

TON

13 13589
LIMESTONE TYPE B,
DENSE GRADED BASE, (TO
BE DELIVERED BY
VENDOR).
O

TON

14 16074
GRAVEL #57, TO BE
DELIVERED BY VENDOR.
O

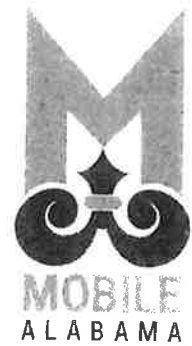
TON

15 16143
LIMESTONE #57, TO BE
PICKED UP BY CITY
TRUCK.
O

TON

16 16144
LIMESTONE #57, TO BE
(DELIVERED BY VENDOR)

TON



PROCUREMENT DEPARTMENT

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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:4/20/2021

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

4/8/2021 - 11:16
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

Nick Amberger, P.E. City Engineer

Sponsored by:

Mayor Stimpson and Council Members Richardson, Small and Gregory

Purpose and Scope of Project:

Contract with McFadden Engineering, Inc to draft a Spill Prevention, Control and Countermeasure (SPCC) Plan for the following City of Mobile facilities: 770 Gayle Street, 2165 St. Stephens Road, 8080 Airport Boulevard and 4901 Museum Drive for a time and materials basis. This is either necessary to respond to COVID - 19 or necessary to perform essential minimal functions of the Council.

Amount of Contract:

\$33,000.00

Funding Source

Project # C0486 SPCC Plan

Discretionary Funds

Project String 2000-2000-48030

Contract Number:3217

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	4/1/2021 - 5:28 PM
Capital	McMillan, Marilyn	Approved	4/2/2021 - 11:15 AM
Legal	Kern, Chris	Approved	4/7/2021 - 5:01 PM
Mayors			4/8/2021 - 2:59

Office

Barber, James

Approved

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

Brad Christensen, Director of Real Estate Asset Management

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To re-allocated \$650K from Capital Project (C0116) Capital Improvement Reserve account to Capital Project (C0144) Mardi Gras Park.

Amount of Contract:

\$650,000.00

Funding Source

Project # Mardi Gras Park Improvements, PR-050-19

Discretionary Funds

Project String 20002000-48010

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	4/13/2021 - 8:08 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

Relya G. Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To transfer \$2,000,000 from unassigned fund balance in General Fund (Fund 1000) to Capital Improvement Fund (Fund 2000) Capital Project #C0472 Phase 1--I65 and I10 Lighting Improv (LED Lights)

Funding Source

Project # C0472 Phase 1-I65 and I10 Lighting
Improv (LED Lights)

Discretionary Funds

Project String 2000.2000.42200

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Hollins, Tiffany	Approved	4/14/2021 - 3:49 PM
Capital	Hollins, Tiffany	Approved	4/14/2021 - 4:10 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 1:28 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

RELYA MALLORY

Sponsored by:

MAYOR WILLIAM S. STIMPSON

Purpose and Scope of Project:

TO RE-ALLOCATE \$100,000 FROM CAPITAL PROJECT DRC21-CITY WIDE DRAINAGE FY2021 IN THE AL TRUST FUND AND RE-ALLOCATE \$200,000 FROM CAPITAL PROJECT BRC21-CITY WIDE BRIDGE & CULVERT REPAIR IN THE AL TRUST FUND TO CAPITAL PROJECT C0323-PAYGO TEXAS ST AND ANN ST REBUILD IN THE AL TRUST FUND.

Funding Source

Project #

Discretionary Funds

Project String 20102010-48010 CONSTRUCTION **Contract Number:**

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Capital	McMillan, Marilyn	Approved	4/15/2021 - 2:24 PM
Capital	McMillan, Marilyn	Approved	4/15/2021 - 2:25 PM
Mayors Office	Barber, James	Approved	4/15/2021 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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
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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:4/20/2021

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
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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:4/20/2021

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
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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:4/20/2021

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
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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

Mayors
Office

Barber, James

Approved

PM
4/15/2021 - 3:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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):

Architectural 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** _____

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 prorated 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

**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

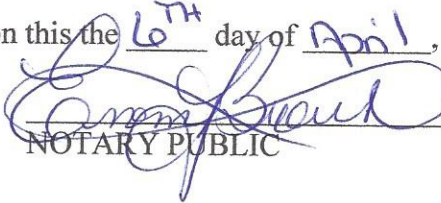
John L. MOSE
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

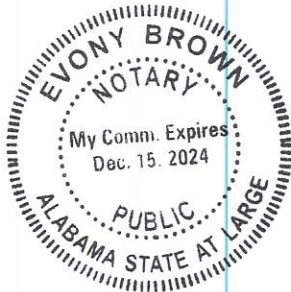
STATE OF ALABAMA)
COUNTY OF MOBILE)

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.



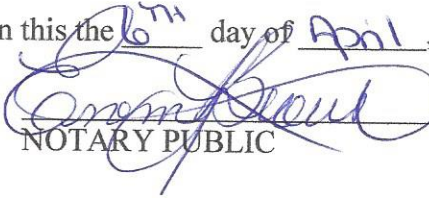
NOTARY PUBLIC



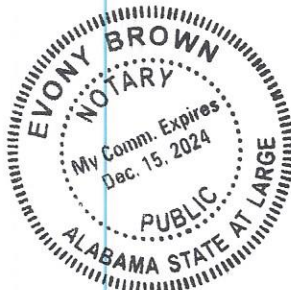
STATE OF ALABAMA)
COUNTY OF MOBILE)

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



P.O.C.

S.W. CORNER OF LOT 9, FIRST UNIT OF
WIMBLEDON, BL 4, RESUB OF LOT 1-5 INCL
LOTS 15-18 & PORTION OF LOTS 6 & 14
MB 65 PG 91

MARY H URRAY
R02-23-2-000-094.000
3K 4114 / PG 272

MOSES, JOHN S & MARILYN L
R02-28-06-23-2-000-095.000
RPBK 4078 / PG 737

13 REM
A A

13 TCE
1 1

13 PAR
1 1

13

40+00

40+00

+17.93
50' LT

+40.00
LT +75.00

+40.00
LT +50.00

+18.24
TIE TO PRES
(LT 32.42)

+60.00
LT 50.00

+60.00
LT 50.00

ASPH

L4

L5

L3 PRES ROW

L2

ACQ'D R/W

+23.49
LT 50.00

R02-28-06-23-2-000-090.008
HUEY THOMAS WELLS III
RPBK 6828 / PG 396

P.O.B.

PCSta 42+23.49

PTSta 43+39.94

+10.00
LT 90.00

+10.00
LT 50.00

BRICK

ACQ'D R/W

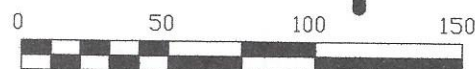
+80.28
LT 163.37

+98.00
LT 156.2

N 00°33'57" E MCGREGOR AVE 70'

C3 PCSta 2

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

**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 part 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 \$20,000.00. 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.

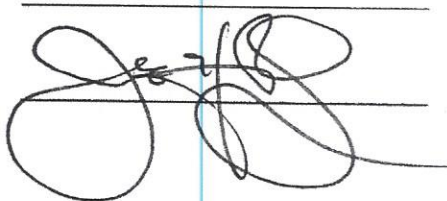
7. It is understood by both parties that the party of the second part shall vacate the premises within thirty (30) days after transfer of title, removing only such items as are considered personalty, except that in no case shall the party of the second part be required to vacate the premises prior to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

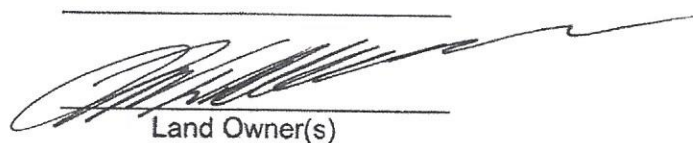
8. Exceptions and additional conditions: _____

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

**AGREEMENT
(Fee simple)**

**MOBILE COUNTY
STATE OF ALABAMA**

Project No. STPMBF-7508(600)

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 part 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:

[Signature]
Mary Dunning

[Signature]
[Signature]
Land Owner(s)

[Signature]
LPA Engineer or
designated representative

AGREEMENT
(Temporary Construction Easement)

MOBILE COUNTY
STATE OF ALABAMA

Project No. STPMBF-7508(600)
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 15TH
day of MARCH, 2021.

WITNESSES:

[Signature]

Mary Denny

[Signature]

[Signature]
Land Owner(s)

[Signature]

LPA Engineer or
designated representative

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, 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____.

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.

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

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, 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

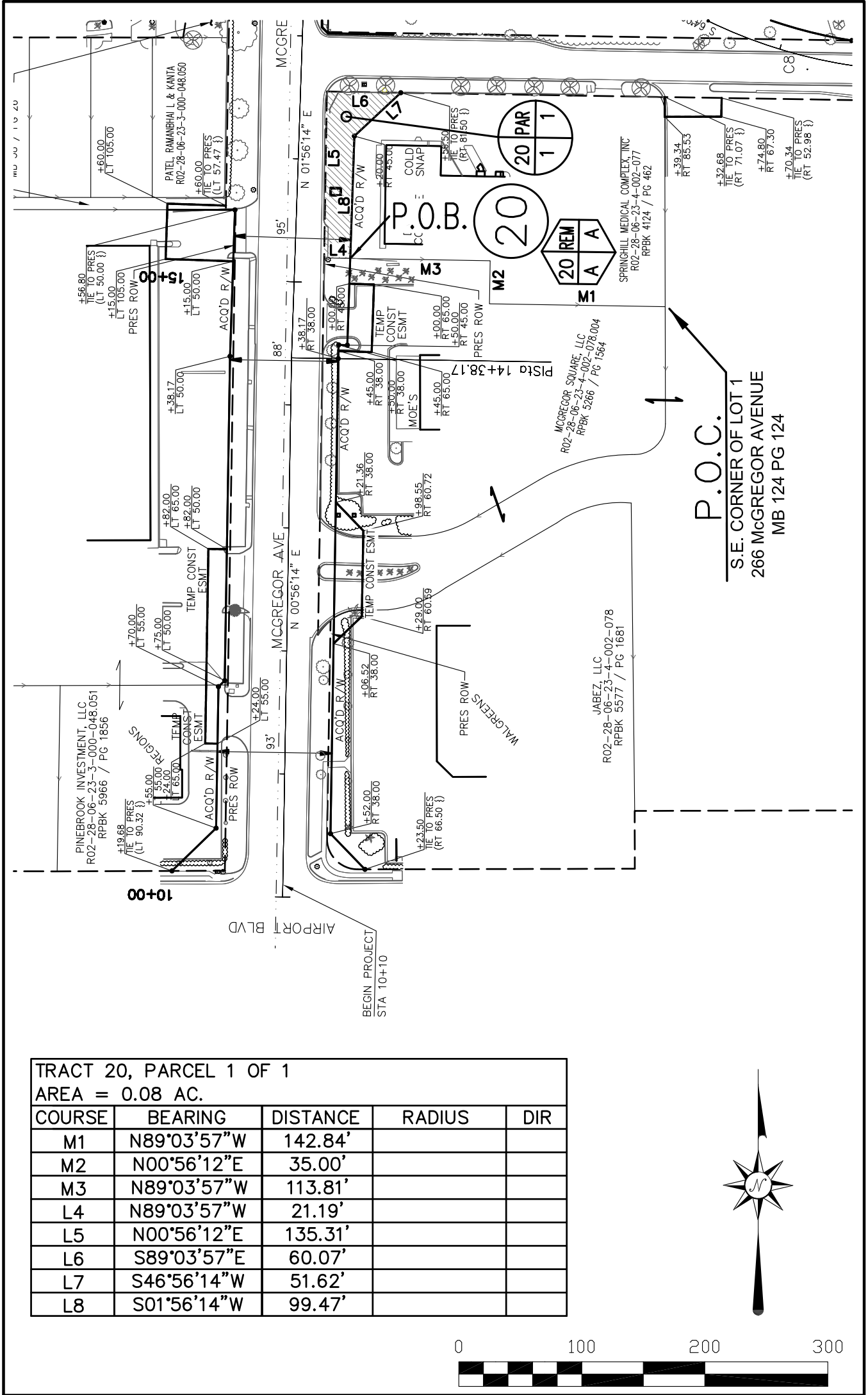
STATE OF ALABAMA

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)	SPRINGHILL MEDICAL COMPLEX, INC.	State:	Alabama
		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

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, 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)

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

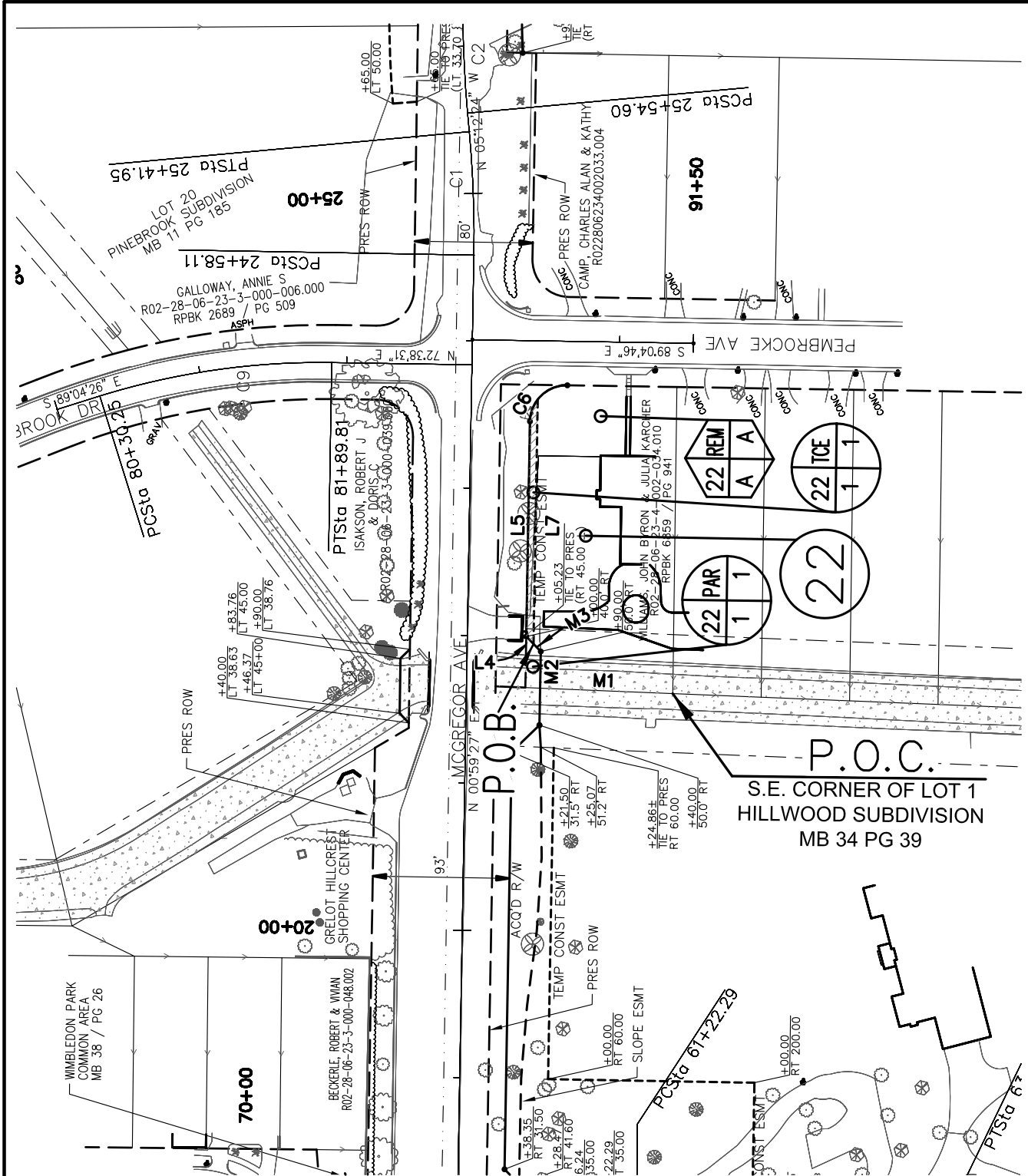
STATE OF ALABAMA

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

THIS INSTRUMENT PREPARED BY
NEEL SCHAFER, 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____.

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

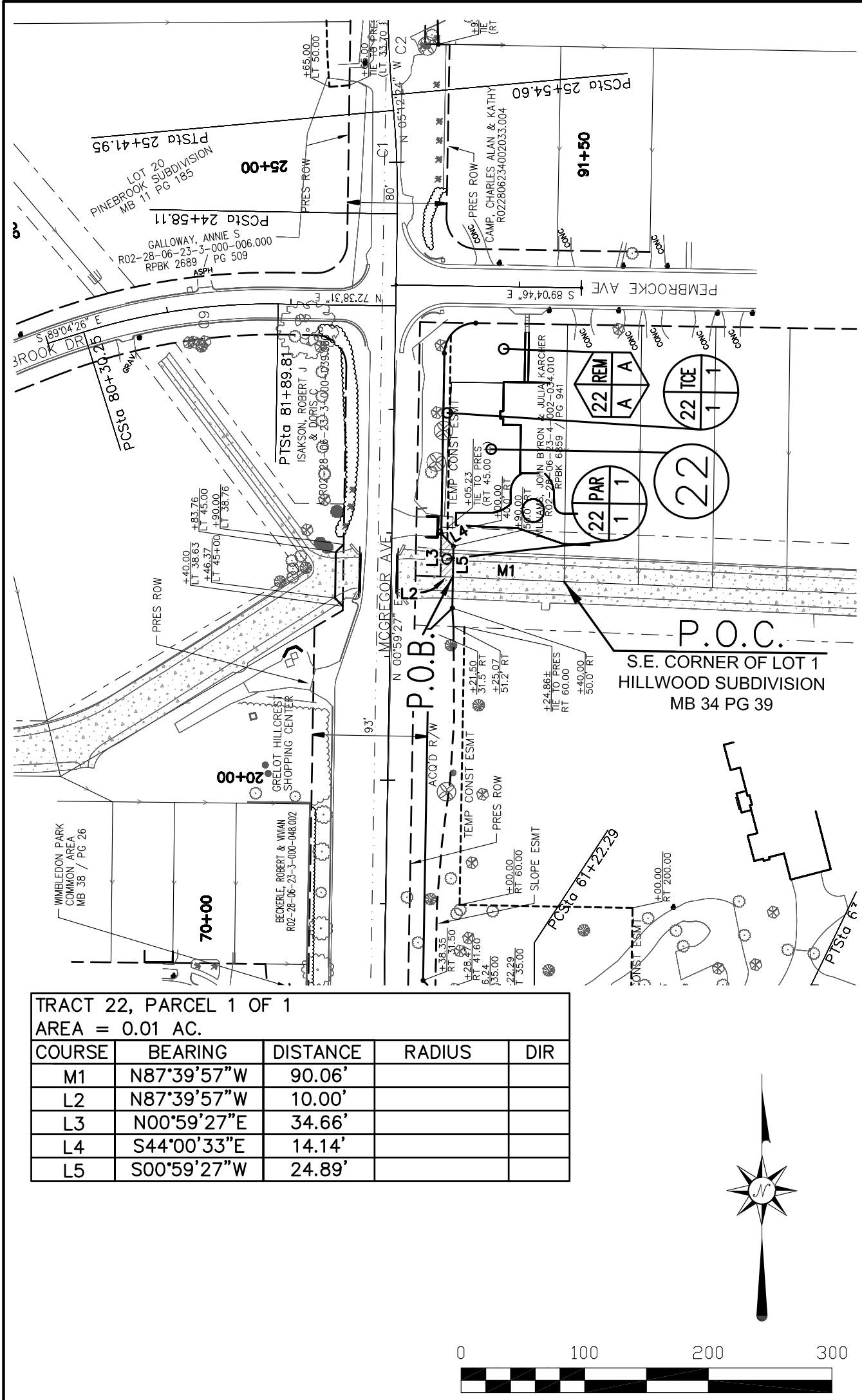
STATE OF ALABAMA

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.

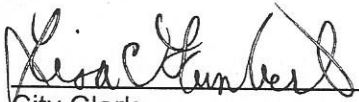
Name of Company: Alabama Department of Transportation

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 31 2012



City Clerk

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:

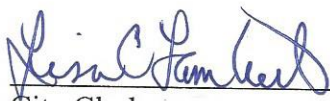
Right-of-Way Agreement for Project STPMB-7508 (), Project Reference Number 100052600 for McGregor Avenue additional lanes from Dauphin Street to Airport Boulevard in the City of Mobile.

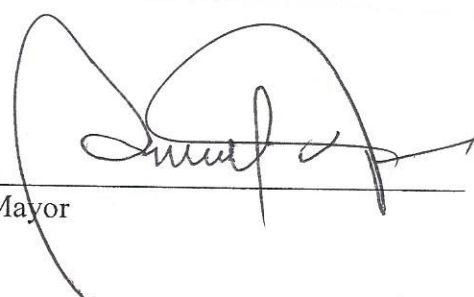
2. That the Agreement be executed in the name of the CITY, by its Mayor, of the City of Mobile for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the CITY affixed thereto.

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, 20 12.

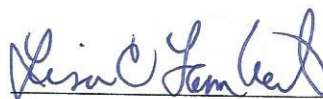
ATTESTED:


City Clerk


Mayor

I, the undersigned qualified and acting clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the CITY named therein, at a regular meeting of such Council held on the 31 day of July, 20 12, 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, 20 12.


City Clerk

**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:

	<u>Total Estimated</u>	<u>Estimated Federal Funds</u>	<u>Estimated CITY Funds</u>
Right-of-Way Acquisition	<u>\$2,080,000</u>	<u>\$1,664,000</u>	<u>\$416,000</u>
TOTAL	\$2,080,000	\$1,664,000	\$416,000

It is understood that the above is an estimate only, and in the event the final cost exceeds the estimate, the CITY will be responsible for its proportionate share.

- (5) Any cost for work not eligible for Federal reimbursement will be financed 100 percent by the CITY, which payment will be reflected in the final audit.
- (6) The CITY agrees that in the event the FHWA determines, due to rules and/or regulations of FHWA (including but not limited to delay of the Projects, or delay of Projects contemplated to be developed and accomplished in sequence to the current Projects) that Federal funds expended on this Project must be refunded to the FHWA, the CITY will reimburse and pay to the STATE a sum of money equal to the total amount of STATE and Federal funds expended under this Agreement.
- (7) The CITY upon notification by the STATE will provide its share of the estimated matching funds for Right-of-Way Acquisition as above noted to the STATE before the STATE will proceed with the Right-Of-Way Acquisition described in this Agreement.
- (8) The performance of the work covered by this Agreement will be in accordance with the current regulations and requirements of the STATE and FHWA.
- (9) The CITY will assist the STATE, if necessary, in any public involvement actions that may be required.
- (10) The CITY will provide without cost to the STATE, information available from its records that will facilitate the performance of the work.

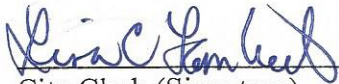
- (11) It is clearly understood by the parties that the STATE does not commit any STATE or Federal funds beyond those mentioned herein and that a separate Agreement will be required for the construction of the proposed improvement.
- (12) The terms of this Agreement may be modified by supplemental agreement duly executed by the parties hereto.
- (13) A final audit will be made of all Project records after completion of the Project and a copy will be furnished to the Department of Examiners of Public Accounts, in accordance with Act 1994, No. 94-414. A final financial settlement will be made between the parties as reflected by the audit and this Agreement.
- (14) The CITY will be responsible at all times for the maintenance of all of the work performed under this Agreement and especially, the CITY will protect, defend, indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, the officials, officers, employees and agents of each, from and against any and all action, damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of or connected with the performed work under this Agreement and from and against those at any time out of or connected with performed work.
- (15) This Agreement shall terminate on January 17, 2015, as to any work provided herein for which funding has not been authorized, unless otherwise terminated by either party upon the delivery of a thirty (30) day notice of termination. The City agrees that the STATE may unilaterally extend the time of the Agreement.
- (16) Nothing will be construed under the terms of this Agreement by the STATE or the CITY that will cause any conflict with Section 23-1-63, Code of Alabama (7/24th Law).

(17) Exhibits M and N are attached and hereby made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be executed by those officers, officials, and persons thereunto duly authorized, and the Agreement is deemed to be dated and to be effective on the date stated hereinafter as the date of approval of the Governor of Alabama.

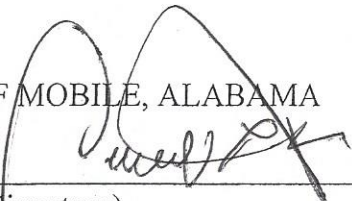
SEAL

ATTEST:


City Clerk (Signature)

Lisa C. Lambert
Type name of Clerk

CITY OF MOBILE, ALABAMA

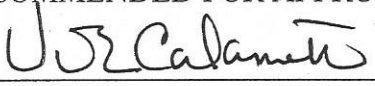
By: 
Mayor (Signature)

Samuel L. Jones
Type name of Mayor

APPROVED AS TO FORM:

BY: _____
Chief Counsel, Jim R. Ippolito, Jr.

RECOMMENDED FOR APPROVAL:


Division Engineer, Vincent E. Calametti

Multimodal Transportation Engineer
Robert J. Jilla

Chief Engineer, D. W. Vaughn

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

Transportation Director,

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

GOVERNOR OF ALABAMA,

CERTIFICATION

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

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

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

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

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

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



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.

JONES WALKER LLP

ALABAMA {MB308746-N}

DISTRICT OF COLUMBIA

FLORIDA

GEORGIA

LOUISIANA

MISSISSIPPI

NEW YORK

TEXAS

Mr. John J. Olszewski
Real Estate Officer
City of Mobile
May 22, 2018
Page 2

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,



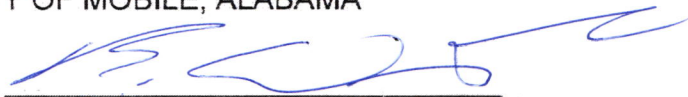
Kenneth A. Watson

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

**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:4/20/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Fred Richardson	Council District 1	4 cases
Levon Manzie	Council District 2	5 cases
C J Small	Council District 3	4 cases
John Williams	Council District 4	0 cases
Joel Daves	Council District 5	1 case
Bess Rich	Council District 6	0 cases
Gina Gregory	Council District 7	0 cases

Purpose and Scope of Project:

Invoices to assess cost for removal of weeds for Repeat Weed Lien Group 45

Effective Date of Contract:

4/20/2021

Funding Source

Project # Repeat Weed Lien Group 45

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	4/15/2021 - 2:20 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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
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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

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:

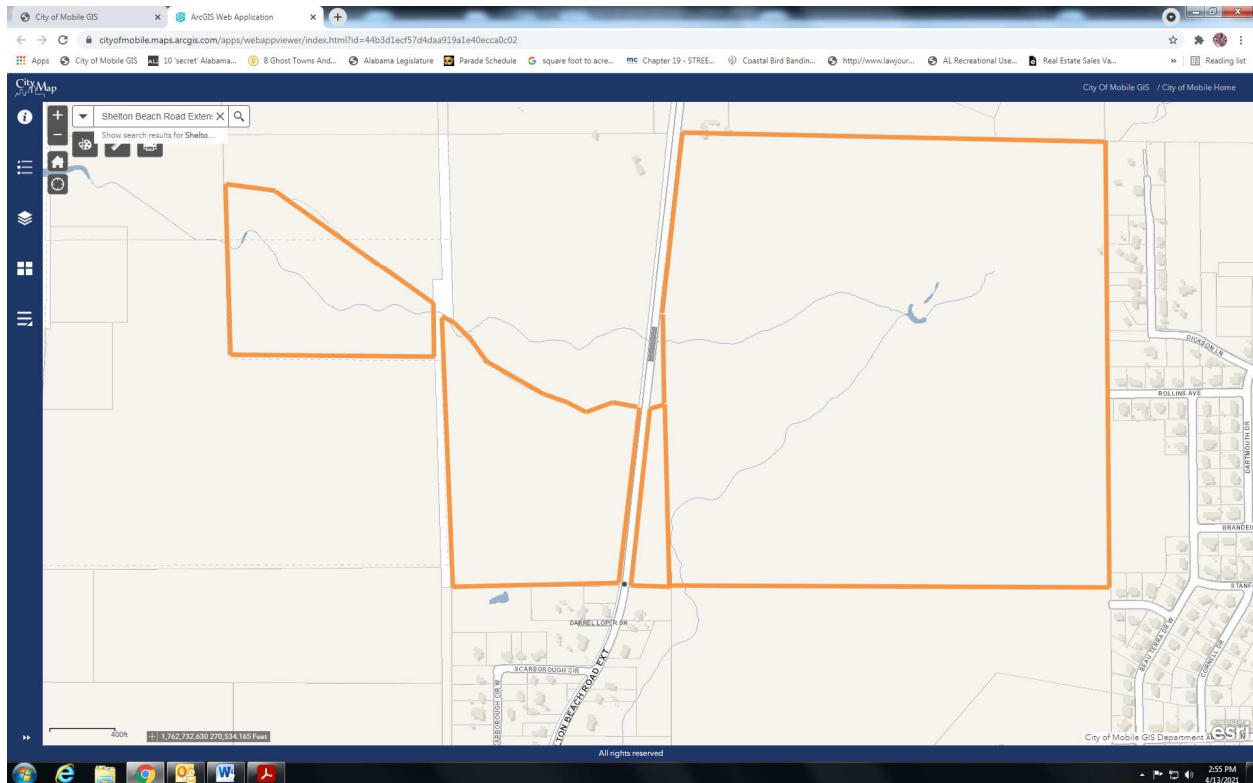
- How Acquired via Deed from Harry Piser for \$1,800.00.
- When 1904
- Special Circumstances (if applicable):

- 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:4/20/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOHN WILLIAMS

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH REPAIRS OF DAMAGE TO THE AWNING AT HANK AARON STADIUM FROM THE TWO RECENT HURRICANES

Amount of Contract:

\$8,000.00

Funding Source

Project # DSC-04 / 10041020-42080

Discretionary Funds DSC-04

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	4/15/2021 - 10:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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
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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:4/20/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Richardson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

4/16/2021 -
10:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

City Council and Mayor Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/19/2021 - 4:00 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:4/20/2021

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:4/20/2021

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:4/20/2021

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

Project String 20002000 42080

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

Grant Funds

Discretionary Funds

Contract Number:3238

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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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: 4/20/2021

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

4/16/2021 - 9:14
AM