AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, April 11, 2023, 10:30 AM

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

   Rev. Eugene Perry, St. Louis Street Missionary Baptist Church

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

   March 28, and April 4, 2023

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

   Request of Taylor Medeiros for a waiver of the Noise Ordinance at the Bragg Mitchell Mansion on April 15, 2023, from 7:00 p.m. - 11:00 p.m. (District 1)

   Request of Catherine Walker for a waiver of the Noise Ordinance at Blacklawn Street on May 13, 2023, from 6:00 p.m. - 11:00 p.m. (District 2).

   Request of Carl Edwards for a waiver of the Noise Ordinance at 1621 Virginia Street on May 13, 2023, from 2:00 p.m. - 10:00 p.m. (District 2).

10. **PUBLIC HEARINGS**

    Public hearing to declare the structure at 1162 Fry Street a public nuisance and order it demolished (District 2).

    Public hearing to declare the structure at 217 Norman Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 2209 Largo Avenue a public nuisance and order it demolished (District 6).

Public hearing to consider approval of a Certificate of Public Convenience and Necessity to Comfort Transport, LLC to operate a shuttle service.

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Ben Harris - Discuss the importance of careful consideration of the current annexation proposals and of maintaining the Black voting majority in Mobile.

Beverly Cooper - Comments regarding the recently released annexation report by PFM. What will the impact of annexation be on the existing City and its citizens.

Reverend Dr. W. A. James, III - How will the annexation process impact the voting age population in the City of Mobile?

Reggie Hill - 1) Has annexation study shown impact of resources to existing communities? 2) Annexation, quantity over quality. 3) Number of public safety vehicles increased due to potential increase in population? 4) What constitutes a violation of 1st amendment rights in reference to engagement with municipal government?

12. CONSENT RESOLUTIONS HELD OVER

37-342 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License to BusyBee Hookah and IceBar Lounge, 5441 U. S. Hwy 90 (sponsored by Councilmember Reynolds).

13. RESOLUTIONS HELD OVER

01-384 Authorize agreement with Pyrotecnico Fireworks, Inc. for display; Parks & Rec. Dept.; NTE $35,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

08-386 Approve purchase order to Graybar Electric Co., Inc. for street light poles and arms; Traffic Engineering Dept.; $65,278.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-387 Approve purchase order to Graybar Electric Co., Inc. for street light poles with 12 ft. truss arms; Traffic Engineering Dept.; $58,672.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-388 Approve purchase order to Best Price Services, LLC for ditch cleaning services; $78,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-389 Authorize purchase order to Kone, Inc. for materials and assembly of skirt brush on Cruise Terminal elevators; $20,473.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-390 Approve purchase order to NEC Corporation of America for Smartscan Fingerprint Identification hardware and software for MPD; $57,890.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-391 Authorize contract with Best Price Services, LLC for right-of-way mowing at DIP and Cypress Shores (sponsored by Councilmembers Small & Reynolds and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-392 Authorize contract with PPM Consultants, Inc. for fueling system work at Motor Pool & City Garage; $58,160.00 (sponsored by Councilmembers Carroll & Small and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

14. ORDINANCES BEING INTRODUCED

88-018 Authorize the conveyance of City-owned vacant land south of Lloyd Station Road not now needed for public or municipal purposes (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept., & Carleen Stout-Clark, Real Estate Dept.).

15. CONSENT RESOLUTIONS BEING INTRODUCED

40-394 Declare the structure at 1162 Fry Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-395 Declare the structure at 217 Norman Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-396 Declare the structure at 2209 Largo Avenue a public nuisance and order it demolished (sponsored by Mayor Stimpson).

58-397 Authorize removal of weeds, Group 1641.

60-398 Approve award of special bonus to the Public Services Employee of the Month; Adams (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

60-399 Approve award of special bonus to the Public Works at Large Employee of the Month; Taite (sponsored by Mayor Stimpson) (submitted by James DeLapp, Public Works Dept.).

60-400 Approve award of special bonus to the Parks and Recreation Employee of the Month; West (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks & Rec. Dept.).

60-401 Determine an appropriation to Just 4 Developmental Lab serves a

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

60-402 Determine an appropriation to Dearborn Young Men's Christian Association, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

27-413 Declare a vacancy in Council District 6 and set July 25, 2023 as the date for the special election and August 22, 2023 for a run-off election (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

27-414 Appoint Lisa C. Lambert as Acting Chief Executive Officer of the City of Mobile with regard to the forthcoming Special Municipal Election and Run-Off for Councilmember District 6 (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

16. RESOLUTIONS BEING INTRODUCED

01-403 Authorize subaward grant agreement for Alabama Department of Conservation and Natural Resources for "Mobile Area Storm Water Mapping & Resiliency Planning" (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

08-404 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-405 Approve purchase order to Routeware, Inc. for garbage route tracking software; $17,209.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-406 Approve purchase order to Kone, Inc. for Convention Center escalator maintenance cleandown and step chain replacement; $49,668.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-407 Approve purchase order to CDW Government, LLC for iPad computer tablets for Municipal Garage; $20,806.80 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-408 Authorize contract with Geotechnical Engineering Testing, Inc. for design-phase geotechnical services at the proposed Mobile Civic Center Parking Facility; $34,500.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-409 Authorize contract with Medical Disposal Systems to provide medical waste disposal services for Mobile Fire Rescue Department and Animal Shelter; $13,000.00 per year (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-410 Authorize contract with Rob't J. Baggett, Inc. for expansion joint

replacement at the Arthur R. Outlaw Convention Center; $57,977.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept,).

37-411 Consider approval of a Certificate of Public Convenience and Necessity to Comfort Transport, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

60-412 Authorize Settlement Agreement and Release of Claims; Smith (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

17. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

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	3/22/2023 - 1:42 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

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	4/6/2023 - 9:11 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Taylor	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 10:07 AM

CITY CLERK DEPARTMENT

2023 MAR 30 PM 3:24

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Taylor Medeiros
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-459-5240

Organization (if applicable) _____

Mailing Address of Applicant 2056 Old Government St. Mobile, A

Telephone No. _____ E-mail address taylormedeiros@robertsbrothers.com

Location or address of event where amplification will be used:

Bragg Mitchell Mansion - 1906 Spring Hill Ave

Date of Event: 4-15-23 Starting Time: 7 Ending Time 11

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

Type of Event: Wedding

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Walker	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 10:16 AM

CITY CLERK DEPARTMENT
2023 APR -3 AM 11:27

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Catherine Walker
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: (334) 303-2083

Organization (if applicable) Blacklawn Street Association

Mailing Address of Applicant 31 Blacklawn Street, Mobile, AL 36604

Telephone No. (334) 303-2083 E-mail address cwalker@thompsonengineering.com

Location or address of event where amplification will be used:

Blacklawn Street, Old Dauphin Way, Mobile, AL 36604

Date of Event: May 13, 2023 Starting Time: 6:00 p.m. Ending Time 11:00 p.m. (if permitted)

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

Type of Event: Neighborhood Block Party

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Edwards	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 11:58 AM

2023 APR -6 AM 11:36

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Carl Edwards
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251.229.8068

Organization (if applicable) C&M Entertainment

Mailing Address of Applicant 1705 Winston Rd. Mobile, AL 36605

Telephone No. 251.229.8068 E-mail address carledwards72@icloud.com

Location or address of event where amplification will be used:
1621 Virginia St., Mobile, Al 36604

Date of Event: 5.13.2023 Starting Time: 2p Ending Time 10p

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

Type of Event: Outdoor Concert

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

Music containing obscene language or profanity is prohibited

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

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/6/2023 - 1:03 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Sponsored by:

Councilmember Carroll

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/6/2023 - 1:19 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

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
City Clerk Gauthier, Lana	Approved	4/6/2023 - 1:25 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/6/2023 - 1:27 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Harris	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 10:34 AM

2023 APR -6 AM 10:25

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Ben Harris Date: April 6, 2023

Address: 203 S. Georgia Avenue, Mobile, AL 36604

Phone: 251-610-6081 Email: chair@mobiledemocrats.org

Date to Address City Council: April 11, 2023

Subject and/or specific questions (must complete):

Annexation -- the importance of careful consideration of the current proposals and of maintaining the Black voting majority in Mobile

How does this pertain to city business (must complete):

The City currently is considering a proposal or proposals to annex some unincorporated areas into the City

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Cooper	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 12:01 PM

CITY CLERK'S DEPARTMENT
2023 APR -6 AM 11:36

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Beverly M Cooper Date: 4/4/2023

Address: 1258 Palmetto St Mobile AL 36604

Phone: 251 421 5072 Email bcae@comcast.net

Date to Address City Council: April 11, 2023

Subject (must be completed): The recently release Annexation Report by PFM

Specific Questions: What will the impact of Annexation, affecting and Citizens.
The numbers relative to African American, white and other appear to dilute the black vote when white are added to others.

Signature: Beverly M Cooper

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
James	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Leverette, Tiereney	Approved	4/6/2023 - 1:37 PM

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the City Council meeting you would like to speak at. Requests must be submitted in writing to the City Clerk identifying the subject matter to be discussed and describing in detail the specific question or issue to be addressed. Single word descriptions or topics are insufficient. Persons who do not provide the required information in their request **will not be called on to address the Council**. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. Dr. W. A. James III Date: 3/6/2023

Address: 1408 DR. M. L. K. JR. AVE. MOBILE, AL. 36603

Phone: 251-680-2465 Email: graceandtruth52455@gmail.com

Date to Address City Council: Tuesday April 11, 2023

Subject and/or specific questions (must complete):

Annexation Process in the City of Mobile. How will it impact the Voting Age Population?

How does this pertain to city business (must complete):

The Impact that Annexation will have on the Black Community Should be A concern To All Mobile Citizens

Signature: William A. James III

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	4/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/6/2023 - 3:52 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Friday, April 7, 2023 2:25 AM
To: Gauthier, Lana
Subject: 4/11 Agenda Details

CAUTION: External Email

Madam Asst. City Clerk,

Hey. Below you shall find the (more) specific inquiries I intend to probe, regarding Annexation and Rules of Procedure.

* Current intelligence suggests that expanding our population would secure additional revenues. Has any study presented the impact of resources that communities lose by enlarging the geographical setting of our Municipality?

* What impact did the fact of more people (access to additional resources) residing in a smaller geographical setting (1980s) have on resorting to quantity over quality (in today's population expansion proposals)?

* Has (what seems to be) an excess of Public Safety vehicle purchases been catered towards increasing the City population?

* What constitutes a violation of one's 1st Amendment Rights, as it pertains to engagement with Municipal Government affairs, especially during (formal) regular business meetings?

Let me know, say further details are needed. I would remind the City Clerk's Office (while being able to refer to multiple calendar years), since January (after submitting extensive intelligence) the Public has waited on responses to formally requested information. Nonetheless, in respect for the Chamber - I have honored your prerequisites.

Thank you, for your immediate attention to this matter. Mobilians are appreciative of your service.

Kindest Regards,

Reggie

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Sponsored by:

Councilmember Reynolds

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/3/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 12:18 PM

R E S O L U T I O N

Sponsored by: Councilmember Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Lounge Retail Liquor Class I License
Submitted by:	BusyBee Hookah and IceBar Lounge, LLC
Location:	BusyBee Hookah and IceBar Lounge 5441 U. S. Hwy 90 Unit 7 Mobile, AL 36619

Adopted:

_____

City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5561

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 03.13.2023

Note: **If this letter is altered, or changed in any way, It will not be accepted by the Alabama ABC Board**

Alabama Alcoholic Beverage Control Board
P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC*

Trade Name: BUSYBEE HOOKAH AND ICEBAR LOUNGE

Location: 5441 US HWY 90 UNIT 7 MOBILE AL 36619

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 03.28.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
SCOTT JONES
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

APPLICATION LETTER (CONTROL) NUMBER 5561

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P.O. Box 1151
Montgomery, AL 36101

Gentlemen:

The City Council of the City of Mobile does hereby consent to the issuance of:

010 - LOUNGE RETAIL LIQUOR - CLASS I

(Type of License)

TO: *BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC*

Trade Name: BUSYBEE HOOKAH AND ICEBAR LOUNGE

Location: 5441 US HWY 90 UNIT 7 MOBILE AL 36619

This business is located within the City's corporate limits.

Comments:
NEW APPLICATION
AGENDA 03.28.2023

Yours Very Truly,

Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 03.28.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5561

☑ **NEW APPLICATION** ☐ **TRANSFER-OWNERSHIP** ☐ **TRANSFER-LOCATION**

BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **010 - LOUNGE RETAIL LIQUOR - CLASS I**
(Type of License)

and is applying to the City of Mobile requesting Council approval for State A. B. C. Board license to be issued to:

APPLICANT: *BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC*

TRADE NAME: BUSYBEE HOOKAH AND ICEBAR LOUNGE

LOCATED AT: 5441 US HWY 90 UNIT 7 MOBILE AL 36619

☐ YES	☐ NO	☑ N/A	Has property owner list been supplied?
☐ YES	☐ NO	☑ N/A	Are there churches or schools in this vicinity?
☐ YES	☐ NO	☑ N/A	Any outstanding licenses/taxes on this business?

License will not be issued until two (2) letters of approval and copy of resolution passed by Council are received by City Revenue Department.

BY: R SHAWN SKINNER
(Revenue Department Representative)

CONTACT: JORDAN W WOODROW **PHONE#:** 404.734.8559

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 03.13.2023
Application No: 5561

Type License: ***010 - LOUNGE RETAIL LIQUOR - CLASS I***

Type License: ***N/A***

Name of Applicant(s) ***BUYSYBEE HOOKAH AND ICEBAR LOUNGE LLC***

Ownership: ***LLC***

Name and address of individual, partners, and members, association, corporate officers, etc…

NAME / D.L.#	TITLE	DATE OF BIRTH/ PLACE OF BIRTH	PRESENT RESIDENCE ADDRESS
WOODROW, JORDAN WALTER	MEMBER	04.07.1997 FOLEY (BALDWIN) AL	

Corporate information: 001-043-650 (Enter book & page or document info) Date: 10.07.2022 (Incorporation or Authority) County: MOBILE

Trade Name ***BUSYBEE HOOKAH AND ICEBAR LOUNGE***

Location 5441 US HWY 90 WEST STE 7 MOBILE AL 36619

Mailing Address _____
(Include Street or Post Office Box Address City State, and Zip Code)

☐ **Previous Licensee Information** ☐ **Transferee**

Licensee Name _____ Type _____

Trade Name _____ License No# _____

These premises are located in the: **Corporate Limits**
Alabama.

Location (location transfer only) _____

What is the applicant(s) primary business at this location? LOUNGE

Has **ANYONE**, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? *NO* (if yes explain)

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? *NO* (if yes explain)

Are the applicant(s) named above, the only person(s), in any manner, interested in the business sought to be licensed? *YES*

Do any of the applicants, whether individual, partnership, association, corporation, or company, any officer, director, or member thereof, currently have an alcoholic beverage license in the State of Alabama? If so, what type of license and where is it located?

NO JW

Has any person(s) with any interest, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of **ANY** law violation? ***NO***

(If YES, explain in Law violation Section) **Signature of applicant**

The undersigned agree, if a license is issued as herein above applied for, to comply at all times with and to fully observe all codes/ordinances rules and regulations of the City of Mobile, and fully observe the provision of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulation promulgated by the Board relative to all Alcoholic Beverage Control Board. The undersigned hereby understands that should he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services of facilities as described in this application will be allowed without written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

STATE OF ALABAMA **SIGNED**

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 03.13.2023

The undersigned BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC - JORDAN W WOODROW

(Name of applicant or member if Partnership or Association)

Applicant for the Alcoholic Beverage license requested, hereby swears and affirms that he/she has read said application and all statements therein and the facts set forth are true and correct, and that the applicant is the only person interested in the business for which license is requested.

Signature of Affiant

Sworn to and subscribed before, me this 13th day of March Year 2023

R Shawn Skinner

SIGNATURE OF NOTARY *MY COMMISSION EXPIRES*

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

GENERAL APPLICATION INFORMATION

Contact Person JORDAN W WOODROW E-mail: BUSYBEEHOOKAHS@GMAIL.COM

Phone Number: Home: 404.734.8559 Cell: 404.734.8559 Bus: 404.734.8559

Do the premises have a fully equipped and operational kitchen? *NO*

Does the establishment have restroom facilities? *YES*

Is place of business habitually used for providing food to the public? *NO*

Are these premises equipped with services and facilities for on premise consumption of alcoholic beverages? *YES*

Will this business be operated PRIMARILY as a package store? *NO*

Building seating capacity 73 License premises includes patio area *NO*

Square Footage 1600

License covers: *OTHER*

License Structure: *SHOPPING CENTER*

Is location within city limits? *YES*

Explanation of Law Violations

List below the true, correct and complete criminal record for the past ten years on every party to the application (Sole - Proprietors, Partners, Corporate Officers). Include the charge (whether or not there was a convinction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
WOODROW, JORDAN WALTER	DRIVING UNDER THE INFLUENCE (DUI)	FAIRHOPE AL POLICE 02.22.2022	COMPLETED ALCOHOL/SUBSTANCE PROGRAM

Filing Fee Acknowledgement

I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Signature of Applicant:

Lease /Property Ownership

Name of Property Owner/Lessor: COBALT REALTY LLC 225-454-6095

Address of Property Owner/Lessor: 11001 HIGHLAND ROAD BATON ROUGE LA 70810

Applicant attests to the truthfulness of the above responses. (Applicant's Initials)_____

CITY OF MOBILE

REVENUE DEPARTMENT

March 13, 2023

BUSYBEE HOOKAH AND ICEBAR LOUNGE

5441 USHWY 90 WEST STE 7

MOBILE, AL 36619 USA

ACCOUNT NUMBER: 124947 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1512625	12/2023	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.00	$0.00	$0.00

TOTAL DUE: **$50.00***

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

032728-0002 SHAWN S. 03/13/2023 10:27AM

BUSINESS LICENSE
BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
124947
2023 Item: 1512625
ALCOHOL APPLICATION
FEE 50.00

50.00

Subtotal **50.00**
Total **50.00**

CASH 60.00
CASH -10.00

Change due **-10.00**

Paid by: BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC



Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application

Required Documentation Checklist

Have you included the following required ABC documentation with this application? (check boxes as completed)

- [x] Completed Application - ALL PAGES
  - [x] ALL required boxes completed
  - [x] Notarized Lease Property & Sign Agreement page
  - [x] Required drawing for Urban Development (unless downtown location with no designated parking)
  - [x] Copy of AL ABC Board Typed/Signed Application (all pages)
- [x] Drivers License copy - ALL owners/members listed on application (must be legible)
- [x] Background Check (if completed for ABC Board)
- [x] Business Structure (LLC, Corporation) Articles from Secretary of State
  - [x] ALL pages of the Articles (including any amendments must be provided)
  - [x] Are the Articles stamped by Secretary of State? (this is a requirement)
  - [x] Complete Listing of all members/officers (include name, title, contact phone)
- [x] Federal Employer Identification Number (FEIN) Letter from IRS
- [x] State of Alabama Revenue Sales Tax ID Letter
- [x] Copy of Registered Deed or Signed/Notarized Lease Agreement
- [x] If existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes (whether or not you were the owner during the time periods of issues)

This documentation will be required before a business license is issued after ABC approval

- [ ] Mobile County Health Department Inspection Report (if applicable)
- [ ] Bureau of Fire Prevention - Fire Inspection Report
- [ ] Existing Business - ALL license renewals & taxes must be paid in FULL on existing license/taxes
- [ ] Payment for business license and all required coding

Person Completeing Application Printed Name	Date
Jordan Woodrow	2-15-2023
Person Completeing Application Signature	**Title**
Jordan Woodrow	Owner

The City of Mobile reserves the right to request required additional information from the applicant

City of Mobile Alcoholic Beverage License Application

ALL boxes are *REQUIRED*. Form is fillable and have dropdown boxes

Application Date	Business Open/Operating by Applicant	If YES, Start Date	If No, Anticipated Start Date
02/15/2023	No		05/2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Liquor License/ Lounge License	Sally's Beauty Supply Store	No

License Type applied for with Alabama ABC Board	
Lounge License	

Business Information

Business Description/Activity	Other Explain
Hookah Bar/Lounge	

Legal Business Name	Trade Name (DBA)
BusyBee Hookah & IceBar Lounge LLC	BusyBee Hookah & IceBar Lounge

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC	10/07/2022	5441 Highway 90 W Unit 7

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
1101 Highland Rd	Mobile	AL	36619-1976

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Baton Rouge	LA	70810	399 S Ingleside St

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
1101 Highland Rd	Fairhope	AL	36532

City	State	Zip Code	Business Phone Number	Building Type
Baton Rouge	LA	70810	404-734-8559	Commercial

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
225-454-6095	92-0727393		399 S Ingleside St Fairhope, Al 36532

Business Contact Person Information

Name	Title	Phone	Email
Jordan Woodrow	Owner	404-734-8559	busybeehookahs@gmail.com

Land/Building Information

Do you own or rent/lease the property? Lease

Property Owner Name	Do you have a legal description of property?
Andre Bruni	Yes Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
1101 Highland Rd	225-454-6095	megahn@cobaltreality.net

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Baton Rouge	LA	70810	73	1,600

Fully equipped & operational kitchen	No	Equipped with table and chairs	Yes
If NO, any food served (if YES explain below)	No	Equipped for on premise consumption	Yes
Habitually used for providing food to public	No	Restroom Facilities Yes	Patio Area No

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230206135244636

Type License: 010 - LOUNGE RETAIL LIQUOR - CLASS I **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: BUSYBEE HOOKAH AND ICEBAR LOUNGE **Filing Fee:** $50.00

Applicant: BUSYBEE HOOKAH AND ICEBAR LOUNGE LOUNGE LLC **Transfer Fee:**

Location Address: 5441 US HWY 90 UNIT 7 MOBILE, AL 36619

Mailing Address: 399 S INGESIDE ST FAIRHOPE, AL 36532

County: MOBILE **Tobacco sales:** YES **Tobacco Vending Machines:** 0

Product Type: 01 **Type Ownership:** LLC

Book, Page, or Document info: 001-043-650

Do you sell Draft Beer?:

Date Incorporated: 10/07/2022 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/07/2022

Federal Tax ID: 92-0727393 **Alabama State Sales Tax ID:** R011577314

Name:	Title:	Date and Place of Birth:	Residence Address:
JORDAN WALTER WOODROW	MEMBER	04/07/1997 FOLEY AL	399 S INGLESIDE ST FAIRHOPE, AL 36532

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: JORDAN WOODROW
Business Phone: 407-734-8559
Fax:

Home Phone: 404-734-8559
Cell Phone: 407-734-8559
E-mail: BUSYBEEHOOKAHS@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230206135244636

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: COBALT REALY LLC 225-454-6095
What is lessors primary business? PROPERTY RENTALS
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 1600 Display Square Footage:
Building seating capacity: 73 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:
JORDAN WOODROW	DUI 2/22/22	FAIRHOPE POLICE	COMPLETED ALCOHOL/SUBSTANCE PROGRAM

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230206135244636

Initial each — **Signature page**

Initial	
JW	In reference to law violations, I attest to the truthfulness of the responses given within the application.
JW	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
JW	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XXX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
JW	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XXX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
JW	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
JW	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
JW	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): JORDAN WOODROW

Signature of Applicant: J. d W. d

Notary Name (print): Sandy Durham

Notary Signature: Sandy Durham Commission expires: 9/17/25

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230206135244636

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: UNIT 7

JW

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name:	BUSYBEE HOOKAH AND ICEBAR LOUNGE	*Applicant:*	BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
Location:	5441 US HWY 90 UNIT 7 MOBILE AL 36619	*License Type:*	010
Contact:	JORDAN WOODROW	*ABC Staff:*	SANDY DURHAM
Telephone:	404-734-8559	*Date:*	2/6/2023

IMPORTANT NOTE: Applicants must provide all the items (if applicable) below before the ABC license can be issued.

1. N/A Filing Fee $50.00
2. N/A Transfer Fee
3. N/A Appliction
4. N/A Transfer Agreement
5. N/A Current ABC License & Current Owner Driver License
6. X Lease/Deed
   - X Is the correct Applicant's name on the lease/deed?
   - X Is the Address correct on the lease/deed?
   - X Are the Terms of the lease clear?
   - X Is the lease/deed signed?
7. X Corporation/LLC/LLP/Partnership Agreement/Association
8. X List of Officers/Members or Minutes
9. X IRS Employer Identification Number (EIN)
10. X Alabama Dept of Revenue State Sales License
11. X Sketch
12. N/A City of Mobile Ordinance
13. N/A Restaurant Menu to include Price
14. X Rules & Regulations/Title 28
15. N/A Copy of Tobacco Regulation
16. N/A Filing/Transfer Fee Acknowledgement 2/14/2023
17. X Instructions to License
18. X Person in Charge Sign
19. N/A Name Change Affidavit
20. N/A Club Liquor Class I and II License Only
    - N/A Corporation/LLC/LLP
    - N/A Bylaws
    - N/A Membership List
    - N/A Compliance Checklist
21. N/A Power of Attorney
    - N/A Identification/Photograph
22. X Identification
    - X Driver License/State ID (color copy needed)
    - ___ U.S. Passport
    - ___ Military ID
23. X Proof of Citizenship
    - X Birth Certificate/US Passport (Color Copy)
    - ___ Naturalization (color copy needed)
    - ___ Perm Resident Card (color copy front & back)
24. X State of Residence / FBI Background Check
25. ___ Co Health Dept. Permit/Inspection (On-premise locations only)
26. N/A City Business License (Required for tobacco only locations.)
27. X Insurance
28. N/A Current Owner Insurance
29. ___ License Fe **$600.00**
30. ___ City/County Approval

BEFORE ***February 14, 2023*** ***CONTACT***

Shawn Skinner
City of Mobile Revenue Dept
205 Government St, 2nd Floor S. Tower
Mobile, AL 36602
251-208-7865

sandy.durham@abc.alabama.gov

APPLICATION WILL EXPIRE ON JUNE 6, 2023

** Make personal or business checks payable to: Alabama ABC Board.*
Credit or debit cards accepted (Visa, Master Card, Discover or American Express). All fees are electronically transacted through Alabama Interactive.

ABC INSPECTOR USE ONLY

n/a *Save Program* *Photograph Location*

Alabama ABC Board Licensing Compliance
5660 Highway 90 W, PO Box 281, Theodore, AL 36590 Phone (251) 653-0015, Fax (251) 653-6622
www.abc.alabama.gov

City of Mobile Alcoholic Beverage License Application

Owner(s), Partners or Officers (attach a separate sheet for each person) — Copy of Driver's License Must Be Provided

Full Name (Last, First, Middle)	Title (Member, Owner, Officer)	If Member/Officer, Position
Woodrow, Jordan Walter	Owner	

Race	Sex	Date of Birth	Home Address
African American	Male		

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36606

Place of Birth (City, State, Nation)	Mobile Number	Email
Foley, Al, USA	404-734-8559	busybeehookahs@gmail.com

Have you been charged (whether convicted or not) with any law violations for the past ten (10) years? - use separate sheet if needed

Yes/No	If YES, Violation	Arresting Agency	Arrest Date	Disposition
(Yes)/No	DUI	Daphne Police Department	01/03/2022	Probation for 1 year

Do you have any existing State of Alabama ABC License(s) with any entity in your name (List ALL - use separate sheet if needed)

Yes/No	If YES, Legal Business Name	Business DBA	Address (Street, City, Zip)
	No		

NO	Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? If YES, explain
NO	Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? If YES, explain
yes	Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? If NO, explain

FORM A

Name: Jordan Woodrow Account # R01577314

Business Name: Busy Bee hookah and Ice bar lounge, LLC

Business Location and Tax ID No.: 5441 US90 Mobile, AL, 36619

For Official Use Only	FORM A
Citizenship status confirmed by	Date

Proof of Citizenship Demonstration and Declaration

In order for an individual, including an individual who is a sole proprietor or a partner in a partnership, who is a U.S. Citizen to conduct a public records transaction with the City of Mobile, Alabama, each such individual/citizen must declare his or her U.S. citizenship by executing the declaration at the bottom of this form, and must demonstrate his or her U.S. citizenship by presenting a legible copy of one of the following items.

Note: If the presented item does not show the person's current legal name, please also provide a copy of supporting document to verify the legal name change.

Please check which of the listed items has been provided.

- ☑ A driver's license or non-driver's identification card issued by the Alabama Department of Public Safety or the equivalent governmental agency of another state within the United States, provided that the governmental agency of another state within the United States requires proof of lawful presence in the United States as a condition of issuance of the driver's license or non-driver's identification card.
- ☑ A birth certificate indicating birth in the United States or one of its territories.
- ☐ Pertinent pages of a United States valid or expired passport identifying the person and the person's passport number or the person's United States passport.
- ☐ United States naturalization documents or the number of the certificate of naturalization.
- ☐ Other documents or methods of proof of United States citizenship issued by the federal government pursuant to the Immigration and Nationality Act of 1952, as amended.
- ☐ Bureau of Indian Affairs card number, tribal treaty card number, or tribal enrollment number.
- ☐ A consular report of birth abroad of a citizen of the United States of America.
- ☐ A certificate of citizenship issued by the United States Citizenship and Immigration Services.
- ☐ A certification of report of birth issued by the United States Department of State.
- ☐ An American Indian card, with KIC classification, issued by the United States Department of Homeland Security.
- ☐ Final adoption decree showing the person's name and United States birthplace.
- ☐ An official United States military record of service showing the applicant's place of birth in the United States.
- ☐ An extract from a United States hospital record of birth created at the time of the person's birth indicating the place of birth in the United States.
- ☐ AL-verify.
- ☐ A valid Uniformed Services Privileges and Identification Card.
- ☐ Any other form of identification that the Alabama Department of Revenue authorizes, through an administrative rule promulgated pursuant to the Alabama Administrative Procedure Act, to be used to demonstrate or confirm a person's United States citizenship or lawful presence in the United States, provided that the identification requires proof of lawful presence in the United States as a condition of issuance.

CITIZENSHIP DECLARATION

Under penalty of perjury, I, Jordan Woodrow *(print name of undersigned) the undersigned do hereby declare that I am a citizen of the United States of America.*

Date 2-15-2023 Jordan Woodrow

Declarant's Signature

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

January 30th, 2023

Dear Mr. Woodrow,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-353-4340 if we may be of further assistance in this matter.

Respectfully,

Maury Mitchell
State Crime Information Director
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Busybee Hookah & Icebar Lounge LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Jordan W Woodrow

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   5441 US 90 36619 unit 7 Mobile, AL 36619

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address):

   399 s ingleside st fairhope, AL 36532 BALDWIN

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-043-650 DLL

Date	10/07/2022
Time	15:10:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 7 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 3 : 1 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 7 / 2022
Date (MM/DD/YYYY)

Jordan Woodrow
Signature as required by 10A-5A-2.04

owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Busybee Hookah & Icebar Lounge LLC

This name reservation is for the exclusive use of Jordan Woodrow, 399 s ingleside st, fairhope, AL 36532 for a period of one year beginning October 07, 2022 and expiring October 07, 2023

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 07, 2022

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES050368

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of Busybee Hookah & Icebar Lounge LLC, as received and filed in the Office of the Secretary of State on 10/07/2022.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

03/13/2023

Date

Wes Allen — Secretary of State

20230313000007016

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 10-18-2022

Employer Identification Number:
92-0727393

Form: SS-4

Number of this notice: CP 575 A

BUSYBEE HOOKAH & ICEBAR LOUNGE LLC
JORDAN W WOODROW SOLE MBR
399 S INGLESIDE ST
FAIRHOPE, AL 36532

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 92-0727393. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 720 01/31/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BUSYBEE HOOKAH & ICEBAR LOUNGE LLC
5441 HIGHWAY 90 W 7
MOBILE, AL 36619-1976

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011577314	01/1/2023	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Janet N. Heathcock

Deputy Commissioner

NAICS CODE: 722410

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

URBAN DEVELOPMENT ZONING APPROVAL

All boxes REQUIRED .. MUST be answered

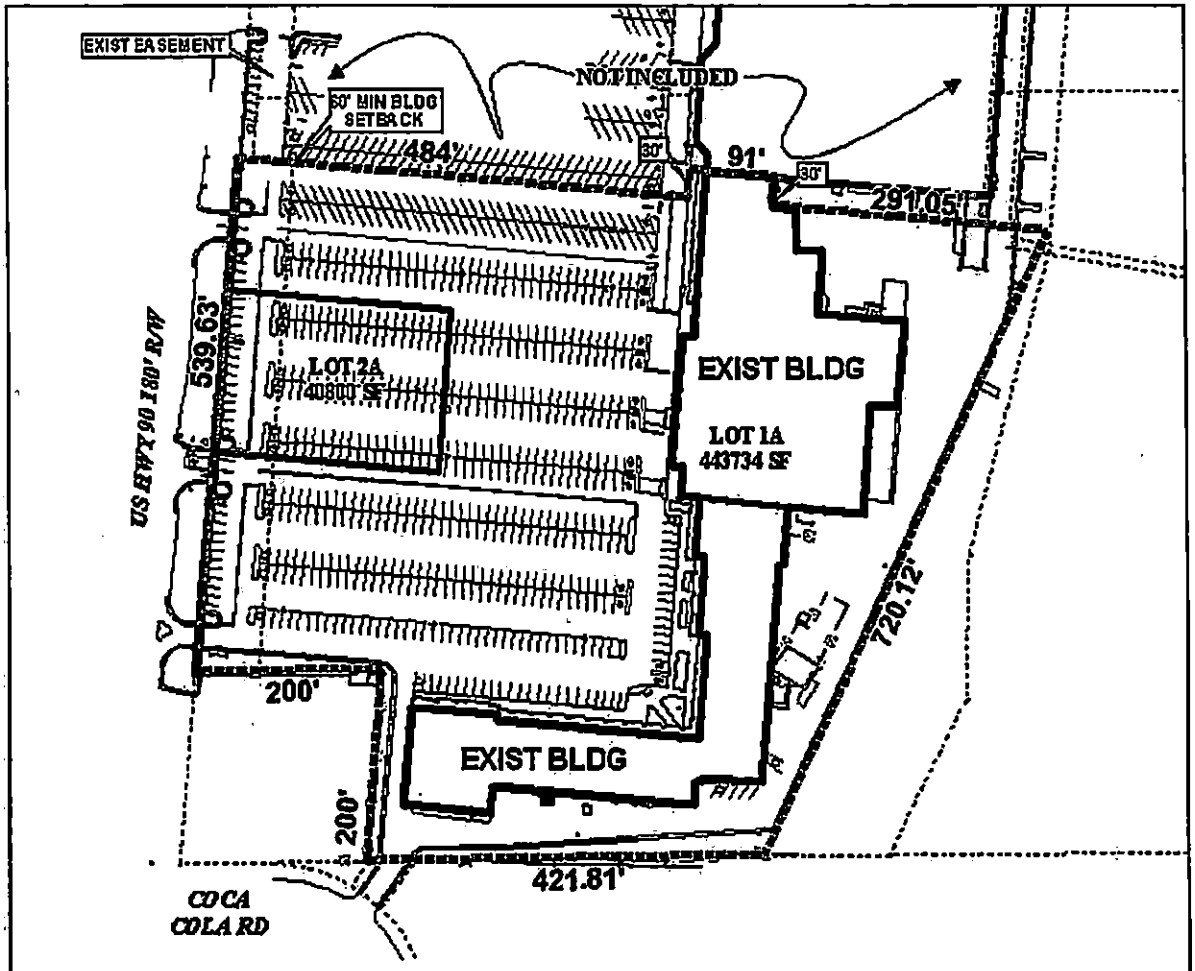
Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type			License Type	
Hookah lounge				
Legal Business Name			**Trade Name (DBA)**	
Busybee hookah & Ke bar lounge llc				
Physical Address of Business (Street Name, Suite #)			**Building Square Footage**	**Building Stand alone or attached**
5441 US 90 unit 7			1600	attached
City	**State**	**Zip Code**	**Did you include the REQUIRED drawing with this sheet?**	
Mobile	AL	36619		

Business Contact Person			
Name	**Title**	**Phone**	**Email**
Jordan Woodrow	owner	404-734-8559	Busybeehookahs@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY				
Parking Provided	**Parking Required**	**Compliance**	**Zoning**	**Approved**
6+	6	Yes	B-3	✓
Comments				
Print Name	**Signature**		**Date**	
Logan Anderson	Logan Anderson		03/08/2023	

SITE PLAN



The site plan illustrates the existing development and proposed lot configuration

APPLICATION NUMBER 17 & 18 DATE July 22, 2010

APPLICANT Tillman's Square Subdivision, Resubdivision of Lot 1, Resubdivision of Lots 1 & 2

REQUEST Subdivision, Planned Unit Development

N

NTS

City of Mobile Alcoholic Beverage License Application

City of Mobile Alcohol License Application

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY (*REQUIRED* - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

The above described property is | Ownership Type: owner | to/by | Company Name: Bosybee hookah & icebar lounge

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this _____ day of _____ 20____

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Melissa McManus		life

Notary Stamp

MELISSA MCMANUS
NOTARY PUBLIC ID #152210
STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

Owner of Property (Print Name)	Applicant Name (Print Name)
Cobalt Realty LLC	Jordan Woodrow
Owner of Property (Signature)	Applicant Name (Signature)
7017 Perkins Rd	399 s Ingleside St
Address	Address
Baton Rouge LA 70808	Fairhope AL 36532
City, State, Zip	City, State, Zip
3/01/23	3/01/23
Date Agreement Signed	Date Agreement Signed

HIGHWAY 90

LEASE AGREEMENT

THIS INDENTURE OF LEASE, made on the 7th day of October, 2022, by and between Cobalt Realty, LLC, a Louisiana LLC, (herein called "Landlord"), and BusyBee Hookah & Icebar Lounge, LLC (herein called "Tenant").

WITNESSETH

ARTICLE I

GRANT AND TERM

SECTION 1.01: Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leased to Tenant, and Tenant rents from Landlord, those certain premises, now or hereinafter to be erected in Tillman's Square (herein called the "Shopping Center"), said premises being known as 5441 Highway 90 West, Unit 7, Mobile, Alabama 36619 in the County of Mobile, Alabama, which premises consist of a one-story building containing an area of approximately 1,600 square feet, (herein called the "leased premises").

SECTION 1.02: Use of Additional Areas.

The use and occupation by Tenant of the leased premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, and other facilities as may be designated from time to time by the Landlord; subject, however, to the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by the Landlord.

SECTION 1.03: Term and Commencement.

The initial term of this lease shall be for THIRTY-SIX (36) months, commencing October 7, 2022, and expiring on October 7, 2025.

SECTION 1.04: Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the leased premises are ready for occupancy as herein defined, and Tenant fails to take possession and to open the leased premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as provided. —

ARTICLE II

By: _____ Date: 10/07/2022

Jordan Woodrow

Print Name: Jordan Woodrow SSN #:

Witness: David Dexter Phone #

Public Hearing on Application for Alcohol Licenses

A. Applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by governing body, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the revenue officer when application is first made to the license inspector for such license. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

THE UNDERSIGNED HAS MADE APPLICATION TO THE CITY COUNCIL OF MOBILE FOR AN ALCOHOL LICENSE FOR THE PREMISES.

A PUBLIC HEARING WILL BE HELD BY THE CITY COUNCIL OF THE CITY OF MOBILE LOCATED AT GOVERNMENT PLAZA (205 GOVERNMENT STREET). MEETING TIME WILL BE HELD AT 10:30 AM

App Control #	5561
Business Name	BUSYBEE HOOKAH AND ICEBAR LOUNGE LLC
Company DBA	BUSYBEE HOOKAH AND ICEBAR LOUNGE
Business Address	5441 US HWY 90 WEST STE 7 36619
License Type	010 - LOUNGE RETAIL LIQUOR CLASS I
Post Date	03.13.2023
Agenda Meeting Date	03.28.2023

(Signature of Applicant or POA)

R SHAWN SKINNER

City of Mobile Alcoholic Beverage License Application

· City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the licensed premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling or not, at any time. The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation. The undersigned understands that the City reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed without prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the foregoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated herein, the applicant is the only person interested in the business for which license is requested.

Owner/Applicant Printed Name	Date
Jordan Woodrow	2-15-2023
Owner/Applicant Signature	**Title**
Jordan Woodrow	owner

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Shonnda Smith, Executive Deputy Director of Public Works

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide fireworks display for the COM 4th of July celebration

Amount of Contract:

35,000

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Pyrotecnico COM Fireworks Display Resolution	Cover Memo	3/27/2023
Professional Services Contract with Pyrotecnico	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	3/27/2023 - 10:14 AM
Legal	Kern, Chris	Approved	3/27/2023 - 5:02 PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:42 PM

01- 2020

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with Pyrotecnico Fireworks, Inc. for Fireworks Display for Parks and Recreation Department, compensation for work provided by the contractor will be as provided in the statement of work but in no event shall exceed $35,000.00 as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

BE IT FURTHER RESOLVED that the City Council finds that this resolution is necessary to perform essential minimum functions of the Council.

Adopted:

_____

City Clerk

PROFESSIONAL SERVICES CONTRACT

THIS PROFESSIONAL SERVICES CONTRACT (sometimes hereinafter "Agreement") made and entered into this 20 day of March, 2023, by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and Pyrotecnico Fireworks, Inc. (sometimes hereinafter "Contractor"), as follows:

WHEREAS, Contractor is engaged in the business of providing fireworks displays; and,

WHEREAS, City desires to engage Contractor to provide said services upon the following terms and conditions;

NOW, THEREFORE,

WITNESSETH:

City and Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged, do hereby covenant and agree as follows:

I. PROFESSIONAL SERVICES TO BE PERFORMED

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used only for the following purposes:

> Contractor will furnish and deliver to City certain fireworks which Contractor agrees to exhibit and display on July 4, 2023, in accordance with the program set forth in that certain "Pyrotecnico's July 4, 2023 City of Mobile Fireworks Display Proposal", which is attached hereto as Exhibit A, and incorporated by reference herein as a part hereof.

II. COMPENSATION

For such services City hereby agrees to pay Contractor the sum of **THIRTY-FIVE THOUSAND ($35,000.00) DOLLARS** payable as follows:

A. Fifty percent (50%) of said amount shall be paid upon City's execution of this Agreement.

B. The balance of said sum shall be paid within ten (10) calendar days of the completion of the fireworks display, and all contract obligations.

III. TERM OF AGREEMENT

The term of this Agreement shall commence upon its adoption by the City Council of the City of Mobile and shall continue thereafter until the final payment is made.

IV. GENERAL PROVISIONS

A. Contractor represents and warrants that he/she has inspected the venue to the extent Contractor deems necessary and that same are in proper condition and adequate fro the uses contemplated by the Contractor to execute all covenants of this Agreement. The venue shall at all times be under the sole and exclusive charge and control of the City.

B. Notwithstanding any of the provisions of this Agreement, it is agreed that City has no financial interest in the business of Contractor and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint venturer or otherwise interested in the assets of Contractor, or in the sums earned or derived by Contractor, nor shall Contractor at any time or times use the name or credit of City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

C. Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed; but on the contrary, Contractor shall be wholly responsible therefor.

D. Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of City; which such consent shall be granted or denied solely at City's discretion.

E. Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

F. Contractor agrees that upon the violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Contractor, City may, at its option, terminate and cancel this Agreement.

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

H. City may cancel the fireworks display with or without cause at any time by giving written notice to Contractor of such termination (herein called a "Notice of Termination"), specifying the effective date thereof not less than fourteen (14) calendar days before the effective date of the termination.

In the event City cancels this contract as provided below, liquidated damages for such cancellation shall be paid by City to Pyrotecnico as follows:

a. In the event the fireworks display is cancelled more than thirty (30) days before the date scheduled for the fireworks display, twenty-five percent (25%) of the amount of the remaining balance due.

b. In the event the fireworks display is cancelled no more than thirty (30) days and no less than four (4) days before the contact, fifty percent (50%) of the amount of the remaining balance due.

c. If the fireworks display is cancelled no more than three (3) days but before the day scheduled for the fireworks display, seventy-five percent (75%) of the amount of the remaining balance due.

d. On the day scheduled for the fireworks display, one hundred percent (100%) of the amount of the remaining balance due.

Contractor shall have the right to terminate this Agreement by giving City written notice and remaining in service for a sufficient time to allow City to seek a suitable replacement. In such event, Contractor shall return to City all sums paid to Contractor under the terms of this Agreement.

I. In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and

to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

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

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

N. All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City at:

City of Mobile Parks and Recreation
Jonni Nottingham
48 N Sage Avenue
Mobile, AL 36607

And to Contractor at:

Pyrotecnico
P. O. Box 149
New Castle, PA 16103

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

P. Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

Q. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

R. This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement would be Mobile, Alabama.

S. Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement.

T. For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the minimum following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises,

products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$1,000,000 each occurrence

(2) Property damage liability - $500,000 each occurrence

Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$1,500,000 per occurrence

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

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $500,000 each occurrence
Or, (in lieu of (1) and (2) above)

(3) Bodily injury and property damage combined -
$1,500,000 per occurrence

c. **Total combined Excess Liability shall be $10,000,000.00**

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The following language shall be required on the Certificate of Insurance:

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this the day and year first written.

CITY OF MOBILE, A Municipal Corporation

By: _____
Mayor

ATTEST:

_____
City Clerk

CONTRACTOR:
Pyrotecnico Fireworks, Inc.

By: Lynn Ann Hamed

Its Lynn Ann Hamed, Corporate Secretary

EXHIBIT A: Pyrotecnico's July 4, 2023 City of Mobile Fireworks Display Proposal
EXHIBIT B: Evidence of Insurance

EXHIBIT A

Pyrotecnico's July 4, 2023
City of Mobile Fireworks Display Proposal



City of Mobile, AL
Mobile Alabama
July 4, 2023



800.354.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



800.354.4705 • WWW.PYROTECNICO.COM

PYROTECNICO

PROPOSAL

Client: City of Mobile Alabama

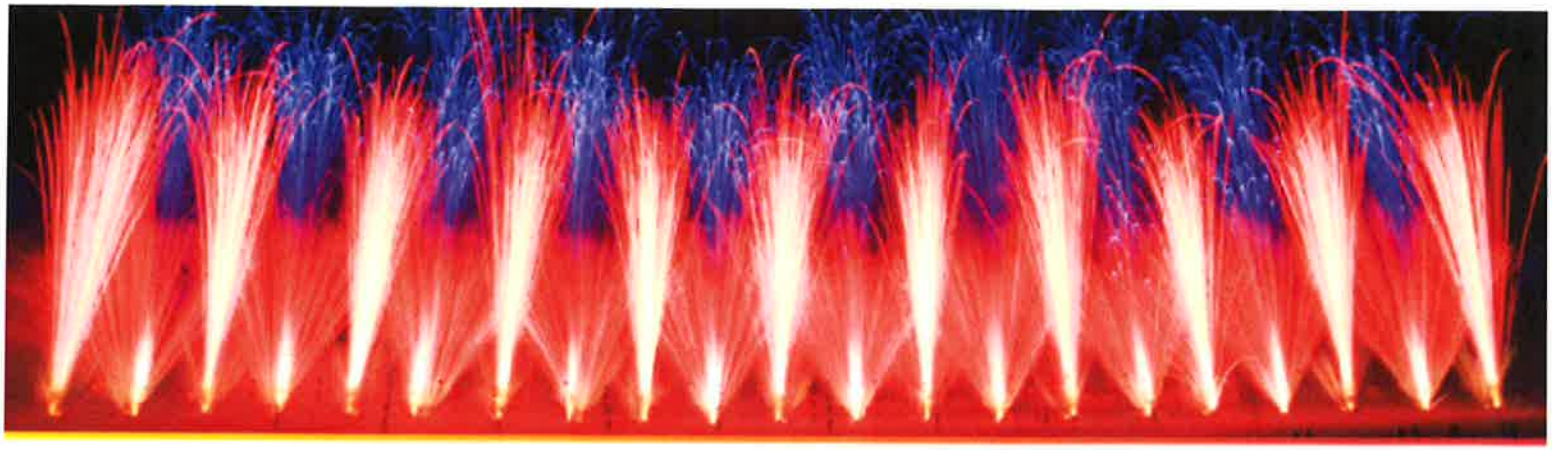
Event Date: July 4, 2023

Prepared for: Jonni Nottingham

Contract Terms:
50% deposit due upon signing of contract. The balance is due 10 days prior to the display.

This Presentation Includes:
- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

40 3-inch Assorted Color Changing Star Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

180 3-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

240 4-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Six Shells per Flight

108 5-inch Assorted Aerial Display Shells
Note: Above shells will be individually fired or tied in combination flights of Two, Three or Five Shells per Flight

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

40 3-inch Titanium Salutes
320 3-inch Assorted Color Star Shells
60 4-inch Assorted Color Star Shells
20 5-inch Assorted Color Star Shells



PYROTECNICO

PRICING

DETAILS

$34,900.00 Aerial Fireworks Display (Suggested Duration 12-15 min)
$ 100.00 County Permit Fee

GRAND TOTAL

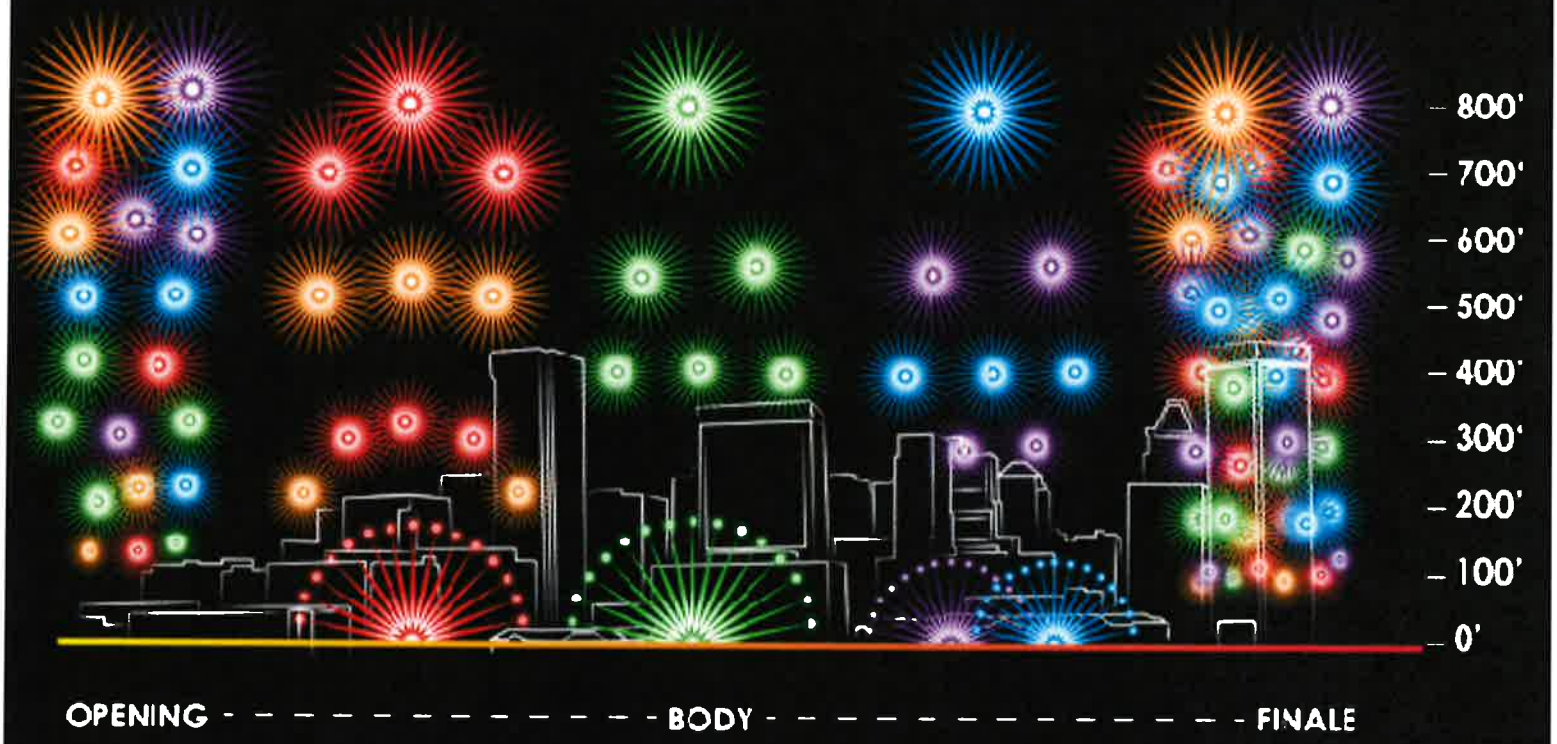
$35,000.00 (Total Does Not Include The Potential Price of a Barge)



PYROTECNICO

YOUR SHOW

We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.

PYROTECNICO

800.354.4705 • WWW.PYROTECNICO.COM



THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Duane Browning | Show Producer
800. 854. 4705 (Office)
770-539-1899 (Cell)

PYROTECNICO

800.354.4705 • WWW.PYROTECNICO.COM

FX

EXHIBIT B

Evidence of Insurance

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 25 street light poles and arms for Traffic Engineering.
General fund.

Amount of Contract:

$62,578.50

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230327 Graybar Agenda Package POs	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5813	2023	(2060) TRAFFIC ENGINEERING	25 STREET LIGHT POLES AND ARMS FOR TRAFFIC ENGINEERING (SEALED BID 5779)	$65,278.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC 4359 HALLS MILL RD MOBILE, AL 36691 Tel#251-706-5605 Fax 251-666-6293	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---			
	AS PER MY BID 5779 AND YOUR BID RESPONSE			
001	POLE STREET LIGHTING, ALUMINUM, SEAMLESS SHAFT, HEIGHT 29`8 ", TOP 4 1/2" BOLT PATTERN 8", POLE ONLY, HAPCO #A63116. NO SUB. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 2220	25.00 EACH	2239.45000	55986.25
	1 1000.40.20.3005.2060.3005.0000.0000.44020.			55986.25
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
002	POLE ARM ONLY, ALUMINUM, 8`	25.00	371.69000	9292.25

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CLAMP-ON, SINGLE MEMBER STREET LIGHTING (NO TRUSS), HAPCO #A66659. VENDOR TO PROVIDE POLE A66659. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 7679	EACH		
1	1000.40.20.3005.2060.3005.0000.0000.44020.			9292.25

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 65278.50

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	65278.50	517436.43
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

Bill To	Requisition 00005813-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE.ORG
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	***** Approval/Conversion Info *****			
	Activity Date Clerk	Comment		
	CCancelled 03/27/23 SANDRA LEWIS	GL Allocation, GL Allocation c		
	Unknown 03/27/23 SANDRA LEWIS			
	Rejected 03/27/23 SANDRA LEWIS	as per our conversation		
	Approved 03/27/23 TAMMY BROADHEAD	Auto approved by: 910518820		
	Approved 03/27/23 EMILY NORTON			

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5779

STREET LIGHTING POLES/ARMS/BASES

VENDORS		Southern Lighting & Traffic Systems	Graybar Electric	CED	IRBY	
Line			Local Vendor Preference			
1	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29' 8" Top 4 1/2", Bolt Battern 8", Pole Only, HAPCO #A63119, NO SUB	$ 2,095.00	$ 2,239.45	$ 2,399.04	$ 2,332.00	
3	Pole 29'8" Seamless, 4 1/2" Top, 8" Bolt Patern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12' Aluminum Truss Style Arm per HAPCO Drawing A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45	$ 2,195.00	$ 2,346.90	$ 2,515.49	$ 2,444.00	
4	Pole Arm Only, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659	$ 350.00	$ 371.60	$ 399.04	$ 387.00	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644
Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/27/2023	5779	Electrical	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 24, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	STREET LIGHTING POLES/ARMS/BASES					
Appx 10-40	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29', 8" Top 4 ½", Bolt Pattern 8", Pole Only, HAPCO #A63119, NO SUB Make_____ Model_____					
Appx 5–50	Pole, 29', 8", Seamless, 4 ½" Top, 8" Bolt Pattern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12 Ft Aluminum Truss Style Arm per HAPCO Drawing #A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45 Make_____ Model_____					
Appx 5-50	POLE ARM ONLY, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659. Make_____ Model_____					
	Provide Literature and Specifications on item bid. Prior to Award, the City may request detailed drawing of the Pole bid. Quote delivered pricing FOB Mobile.					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

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

This bid is for the purchase of street lighting pole/arms by the City of Mobile, as needed for ongoing capital improvement projects.

System / Products bid are to be compatible with existing equipment in use by the City of Mobile.

City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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 contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Graybar Electric Co Inc for 25 street light poles with 12ft truss arms for Traffic Engineering.
General fund.

Amount of Contract:

$58,672.50

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

ATTACHMENTS:

Description	Type	Upload Date
20230327 Graybar2 Agenda Package POs	Cover Memo	3/27/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
5819	2023	(2060) TRAFFIC ENGINEERING	25 STREET LIGHT POLES WIYH 12FT TRUSS ARMS FOR TRAFFIC ENGINEERING (SEALED BID 5779)	$58,672.50	(075199) GRAYBAR ELECTRIC CO INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER MY BID 5779 AND YOUR BID RESPONSE			
001	POLES, 29`-8" SEAMLESS 4-1/2" TOP, 8" BOLT PATTERN, ALUMINUM SHAFT PER HAPCO DRAWING #A63116, COMPLETE WITH 12 FT ALUMINUM TRUSS STYLE ARM PER HAPCO DRAWING #A63117 LESS ANCHOR BOLTS OR LEXINGTON 2908-45806T4 WITH ARM 1239B45, VENDOR TO PROVIDE HAPCO A63116/A63117. AS PER MY BID 5779 AND YOUR BID RESPONSE. Vendor Item Inventory Item/Loc 7694	25.00 EACH	2346.90000	58672.50
1	1000.40.20.3005.2060.3005.0000.0000.44020.			58672.50

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

Deliver To

Bill To	Requisition 00005819-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
GRAYBAR ELECTRIC CO INC	ELECTRICAL
4359 HALLS MILL RD	854 GAYLE STREET
	MOBILE, AL 36604
MOBILE, AL 36691	DLOVE@CITYOFMOBILE
Tel#251-706-5605	Delivery Reference
Fax 251-666-6293	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	075199				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 58672.50

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	58672.50	517436.43
TRAFFIC ENGINEERING EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/27/23	SANDRA LEWIS	GL Allocation changed
Unknown	03/27/23	SANDRA LEWIS	
Rejected	03/27/23	SANDRA LEWIS	AS PER OUR CONVERSATION
Approved	03/27/23	TAMMY BROADHEAD	Auto approved by: 910518820
Approved	03/27/23	EMILY NORTON	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5779

STREET LIGHTING POLES/ARMS/BASES

VENDORS		Southern Lighting & Traffic Systems	Graybar Electric	CED	IRBY	
Line			Local Vendor Preference			
1	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29' 8" Top 4 1/2", Bolt Battern 8", Pole Only, HAPCO #A63119, NO SUB	$ 2,095.00	$ 2,239.45	$ 2,399.04	$ 2,332.00	
3	Pole 29'8" Seamless, 4 1/2" Top, 8" Bolt Patern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12' Aluminum Truss Style Arm per HAPCO Drawing A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45	$ 2,195.00	$ 2,346.90	$ 2,515.49	$ 2,444.00	
4	Pole Arm Only, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659	$ 350.00	$ 371.60	$ 399.04	$ 387.00	

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 005

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
02/27/2023	5779	Electrical	To be Specified

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, March 24, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					
	STREET LIGHTING POLES/ARMS/BASES					
Appx 10-40	Pole, Street Lighting, Aluminum, Seamless Shaft, Height 29', 8" Top 4 ½", Bolt Pattern 8", Pole Only, HAPCO #A63119, NO SUB Make_____ Model_____					
Appx 5–50	Pole, 29', 8", Seamless, 4 ½" Top, 8" Bolt Pattern, Aluminum Shaft per HAPCO Drawing #A63116, Complete with 12 Ft Aluminum Truss Style Arm per HAPCO Drawing #A63117 less Anchor Bolts or Lexington 2908-45806T4 with Arm 1239B45 Make_____ Model_____					
Appx 5-50	POLE ARM ONLY, Aluminum, 8' clamp-on, single member street Lighting (No Truss), HAPCO No. A66659. Make_____ Model_____					
	Provide Literature and Specifications on item bid. Prior to Award, the City may request detailed drawing of the Pole bid. Quote delivered pricing FOB Mobile.					
	Page 1 of 3					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

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

This bid is for the purchase of street lighting pole/arms by the City of Mobile, as needed for ongoing capital improvement projects.

System / Products bid are to be compatible with existing equipment in use by the City of Mobile.

City will assist with the unloading. Vendor/truck line must call at least 24 hours prior to delivery attempt. Truck can be met/unloaded between 7:30 a.m. and 1:00 p.m. only. Notification required to ensure equipment in place for unloading.

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

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 contact the Purchasing Department at purchasing@cityofmobile.org.

TO BE AWARDED ON AN ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the issuance of purchase order to Best Price Services LLC for ditch-cleaning services for five ditches.
General fund.

Amount of Contract:

$78,000.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230328 Best Agenda Package POd	Cover Memo	3/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:43 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7708	2023	(2086F) FLOOD CONTROL	DITCH CLEANING SERVICES FOR FIVE DITCHES (SEALED BID 5783)	$78,000.00	(292420) BEST PRICE SERVICES LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
BEST PRICE SERVICES LLC 7057 FOREST GLEN CT IRVINGTON, AL 36544 Tel#251-458-0510	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AS PER CITY OF MOBILE BID #5783 AND YOUR QUOTE			
001	DITCH CLEANING SERVICES TOULMIN SPRINGS/ WILSON AVE / WESTWARD TO PRICHARD LANE	1.00 EACH	15000.00000	15000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			15000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	DITCH CLEANING SERVICES 7540 OLD MILITARY RD TO 5080 JONES RD N	1.00 EACH	11000.00000	11000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			11000.00

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	DITCH CLEANING SERVICES 7540 OLD MILITARY RD TO 7520 NEWCOMBE DR	1.00 EACH	10000.00000	10000.00
1	1000.40.20.2070.2086.2070.0000.0000.42155.			10000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
004	DITCH CLEANING SERVICES 7410 OLD MILITARY RD TO MUDDY CREEK	1.00 EACH	9500.00000	9500.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			9500.00

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

005	DITCH CLEANING SERVICES 7330 OLD MILITARY RD TO MUDDY CREEK	1.00 EACH	8500.00000	8500.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			8500.00

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	DITCH CLEANING SERVICES 5103 JONES RD N TO 7341 OLD MILITARY RD	1.00 EACH	12000.00000	12000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			12000.00
	Ship To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	DITCH CLEANING SERVICES 5621 WILL CASHER LAND TO 7190 SMITH ST	1.00 EACH	12000.00000	12000.00
	1 1000.40.20.2070.2086.2070.0000.0000.42155.			12000.00

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2086.2070.0000.0000.42155.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
BEST PRICE SERVICES LLC	PUB WORKS-FLOOD CONTROL
7057 FOREST GLEN CT	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
IRVINGTON, AL 36544	
Tel#251-458-0510	
	Deliver To
	PUB WORKS-FLOOD CONTROL
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-FLOOD CONTROL
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Requisition Link

Requisition Total 78000.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2086.2070.0000.0000.42155.		
	78000.00	4577707.28
PUBLIC SERVICE MAINTENANCE EXP DITCH MAINTENANCE		

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

Activity	Date	Clerk	Comment
Approved	03/28/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/28/23	JAMES DELAPP	
Approved	03/28/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/28/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/28/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/28/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/28/23	JOHN PAINE	

Bill To	Requisition 00007708-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2086.2070.0000.0000.42155. Review: Buyer: Status: Approved Page 6

Vendor	Ship To
BEST PRICE SERVICES LLC 7057 FOREST GLEN CT IRVINGTON, AL 36544 Tel#251-458-0510	PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-FLOOD CONTROL 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	292420				FLOOD CONTROL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/28/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5783
DITCH CLEANING SERVICES

	HUGHES 360	BEST PRICE SERVICES
CONCRETE TRAPEZOIDAL		
Toulmin Springs/Wilson Ave/Westward to Prichard Lane	$29,500.00	$15,000.00
EARTHEN DITCHES		
~~7642 Old Military Rd to Muddy Creek~~	Removed	Removed
7540 Old Military Rd to 5080 Jones Rd N	$5,000.00	$11,000.00
7540 Old Military Rd to 7520 Newcombe Dr	$17,650.00	$10,000.00
7410 Old Military Rd to Muddy Creek	$14,750.00	$9,500.00
7330 Old Military Rd to Muddy Creek	$24,276.00	$8,500.00
5103 Jones Rd N to 7341 Old Military Rd	$20,727.00	$12,000.00
5621 Will Casher Lane to 7190 Smith St	$24,142.00	$12,000.00

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/03/2023	5783	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, Friday, March 24, 2023**

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents

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

DITCH CLEANING SERVICES

Contractor(s) to clean the following drainage ditches in the City of Mobile. Ditches will consist of 2 types of concrete trapezoidal and earthen ditches.

City wants the work to be completed within 45 days after the issuance of the Purchase Order.

Concrete Trapezoidal

Toulmin Springs Branch from Wilson Avenue

Westward to Prichard Lane

THE ABOVE TO BE AWARDED ALL OR NONE

THE FOLLOWING EARTHEN DITCHES TO BE AWARDED ALL OR NONE

Earthen Ditches

- 7642 Old Military Road to Muddy Creek
- 7540 Old Military Road to 5080 Jones Road North
- 7540 Old Military Road to 7520 Newcombe Drive
- 7410 Old Military Road to Muddy Creek
- 7330 Old Military Road to Muddy Creek
- 5103 Jones Road North to 7341 Old Military Road
- 5621 Will Casher Lane to 7190 Smith Street

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Phone Number _____

Email Address _____

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

Firm Name _____

Signature _____

Type or Print Name _____

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

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

Ditches will be cleaned as per the following and attached information.

A <u>mandatory</u> pre-bid meeting will be held at 8:30 am on Friday, March 17, 2023 at James Seals Community Center, 540 Texas Street.

Bidders must attend the entire meeting.

Failure to attend or to attend the complete meeting will be cause for rejection of your bid.

Vendor will need to provide the following Certificate of Insurance with the following minimum requirements within 24 hours of the request by the City of Mobile.

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

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

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.
Or, (in lieu of (1) and (2) above

(3) Bodily injury and property damage combined – $500,000 per occurrence

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

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

(3) Or, (in lieu of (1) and (2) above)
Bodily injury and property damage combined – $500,000 per occurrence

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

c. Professional liability insurance

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

The City is interested in starting the ditch maintenance season as soon as possible, therefore, Vendors must be properly qualified to do business with the City of Mobile.

Vendors shall provide with this bid the following:

- Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.
- Their City of Mobile Business License Number.
- Their registration with the E-Verify Program, Federal and State.
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

The following is required and must be filled in:

Registration Number with Secretary of State Office _____

City of Mobile Business License Number _____

E-Verify Enrollment Number _____

Insurance Carrier can provide Certificate of Insurance for City requirements within one (1) day of notification: YES_____NO_____

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bids. Look under **Bid #5783**.

Here is the link for map images:
https://maps.cityofmobile.org/bids/5783/index.html

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.

This is a sealed bid; your response must be in a sealed envelope that has **your company name** on the outside along with either the date and time of the bid opening, **12:01 P.M., Friday, March 24, 2023**, or the **Bid #5783.**

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 P.M., Friday, March 24, 2023.**

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Page 5 of 5 Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile. Any bids delivered after **12:01 P.M., Friday, March 24, 2023** will be returned unopened. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/** If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. **For questions about this bid submit your questions by E-mail to 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 competed order.

PRICING

Concrete Trapezoidal

Toulmin Springs Branch from Wilson Avenue

Westward to Prichard Lane $_____

Earthen Ditches

7642 Old Military Road to Muddy Creek $_____

7540 Old Military Road to 5080 Jones Road North $_____

7540 Old Military Road to 7520 Newcombe Drive $_____

7410 Old Military Road to Muddy Creek $_____

7330 Old Military Road to Muddy Creek $_____

5103 Jones Road North to 7341 Old Military Road $_____

5621 Will Casher Lane to 7190 Smith Street $_____

STORMWATER DRAINAGE DITCH CLEANING

DESCRIPTION

The City of Mobile (COM) is seeking bids for the cleaning of specified drainage ditches throughout the COM as per the following and attached location map. Contract work will start upon direction of the COM. All open storm water conveyances included in the scope of work will be referred to as ditches, whether man-made or natural and regardless of their materials of construction. The ditches are clearly described in the link provided by the COM which includes maps of the ditches.

1. DITCH CLEANING

Cleaning of ditches shall include the removal of any flow impediment such as debris, trash, vegetation, trees, sediment accumulation, etc. as per the attached typical sections. Accumulation of sediment shall be removed to reestablish flowlines as much as practicable as directed. Disposal of sediment shall be as directed and may include redistributing within project limits. Existing broken concrete ditch linings shall not be removed. The area shall be cleaned and the COM shall be notified.

Contractor shall exercise caution when performing work. Proper equipment shall be utilized as to not damage improved ditch sections (concrete ditch sections, gabion basket ditches, etc.). Contractor shall be responsible for damages due to ditch sections due to contractor negligence or improper use of equipment.

The main flow lines of ditches in low areas overrun by vegetation with no clearly established channels shall be cleared by the contractor. A city representative will define the main flow line, as required.

If pipe blockages or beaver dams are found in ditches, Public Services is to be notified. COM will clear any blocked pipes.

2. TRASH

All trash and litter (except tires) within the ditch section shall be removed and disposed of by the contractor. The contractor is allowed to stage recovered debris at no cost, but it must be removed by the contractor before the job is considered complete. (ROW STAGING LOCATION TO BE COORDINATED WITH PUBLIC SERVICES)

Any tires found in or around a ditch shall be piled by the contractor in an approved location that is accessible to a truck and trailer. The COM Public Services Trash Division shall be contacted for removal of the pile.

3. VEGETATION REMOVAL

Contractor is responsible for the removal of living and dead vegetation inside the easements of the ditches assigned (see attached cross sections). Nothing outside these boundaries is to be cut or removed by the Contractor unless otherwise approved or directed by COM. If unsure of the area, there will be a contact at Public Services for clarification.

Overhanging vegetation from ditches that are less than five feet tall shall be cleared, up to at least five feet from the bottom of the ditch. Ditches that are taller than five feet shall be cleared of overhanging vegetation to the top edge of the ditch.

The grass and vegetation shall be mowed to a height of 4” to 6”

The contractor is responsible for trimming around concrete head walls and should be able to do so from the top of the ditch.

Where work is conducted near a Right of Way, no vegetative debris will remain in the concrete or pavement area of the Right of Way after the work is complete.

In the areas where the slope of an earthen ditch wall is greater than a 1:1 slope, the vegetation will be trimmed by the contractor up to and even with the top of the wall.

Where the removal of vegetation or operations of equipment along the sides or top of the earthen or trapezoidal ditches leaves bare exposed ground, the Contractor shall either place sod or seed the bare ground to prevent erosion of the soil.

4. FIELD DOCUMENTATION

The following documentation will be required to be maintained by the contractor:

1) Photos of the ditches, before and after cleaning.
2) The amount of debris and litter removed at each ditch (for example: number of trash bags full, removed, etc.)
    a. Provide documentation, with each invoice, showing the amount and location of litter removed in that pay period
    b. A recap of all trash/ litter removed from the contracted ditches at the end of the project
3) Document, report, and photograph all ditch damage (ex. Concrete, Gabion, Washout...)

Video and picture evidence are to be taken by the contractor in order to verify work was conducted down to the water line, and to verify all visible trash was removed. If requested by the contractor, the COM will have an inspector available daily to verify the contractor's work to eliminate additional work by the contractor being required after a ditch's water level lowers.

5. ACCESS

The COM guarantees access to each ditch from at least one end, not always both.

While workers are present, contractors are allowed to remove fences to enter ditch areas; fences must be replaced when workers are not present.

6. TRAFFIC CONTROL

The COM will not assist with traffic control. Contractor is responsible for the implementation and maintenance of any traffic control. Traffic control methods shall conform with the current MUTCD.

7. ADDITIONAL REQUIREMENTS

The COM is interested in starting the ditch maintenance activities as soon as possible, therefore, vendors must be properly qualified to do business with the COM. Vendors shall provide with this bid the following:

- Registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register
- COM Business License Number
- Proof of Registration with the E-Verify Program, Federal and State
- Documentation from their insurance carrier that a Certificate of Insurance can be provided within 2 days of notification

The following is required and must be filled in:

Registration Number with Secretary of State Office __
COM of Mobile Business License Number ___
E-Verify Enrollment Number
Insurance Carrier can provide Certificate of Insurance for COM requirements within one (1) day of notification: YES_NO_

Contractors may be required to show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand, as well as what resources will be added prior to the work beginning.

COM of Mobile reserves the right to inspect a vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided, they have the above required items. A blank copy of the Service Contract is included in this bid package. The blank Contract copy does not have to be filled out or returned with this bid.

A Bid Bond is not required.

8. SAFETY

Contractor shall comply with all applicable OSHA and COM of Mobile rules and regulations. Contractor shall provide effective safety training to employees. Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.

Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

- Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class -II or Class III as required by the MUTCD for the type of traffic hazard.
- Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, ATV 's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.
- Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.
- All equipment guards must be in place.

Where applicable, contractor will take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians, and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work. Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment.

Cell phones, earphones, and Bluetooth devices shall not be used when operating equipment or performing other duties.

The COM has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken.

Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify COM in the event of a spill.

If Pesticides are used by the Contractor, the Contractor shall have a Pesticide License or be authorized to apply pesticides under a licensed applicator.

Failure to comply with safety issues may result in contract termination.

Contractor shall notify the COM of Mobile of any incidents reported to them.

9. PAYMENT

1. Payment will occur when each awarded ditch listed in the contracted sector is completed (cleaned and cut) as described above by the contractor and inspected by COM Staff.

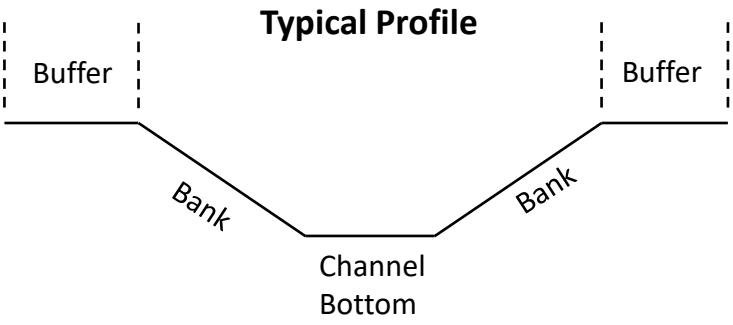
2. Once a contractor has completed all work in the sector, they shall notify Public Services at a telephone number to be provided at Award of contract, who will then send out an inspector. Once the inspector has approved all work in that sector completed, the COM will pay the contractor.
3. If the contractor prefers, COM can accommodate a 2-payment model. 50% payment when 50% of the work is done (as inspected/approved by Public Services staff in the payment process described above).
4. The penalty for exceeding the 45-day project completion timeline is to deduct 2% of the contract price per day that the timeline is exceeded. If properly documented, rain delay days will not be held against the contractor.
5. If rain disrupts the schedule, weather records must be noted on the submitted schedule to explain any variances in the completion timeline.

The price that is quoted in the bid documents is the price the COM will pay for your services.

10. PERFORMANCE

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, the entire contract may be terminated. The COM is the sole determiner of whether the vendor is operating at the capacity required.

Trapezoidal Ditch Maintenance Standards



Note: *This profile represents a typical concrete trapezoidal ditch. Depth, bank slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.



Buffer Area Encroachments



Slope and Bank Obstructions





Trapezoidal Ditch Maintenance Standards

Expected Condition After Maintenance

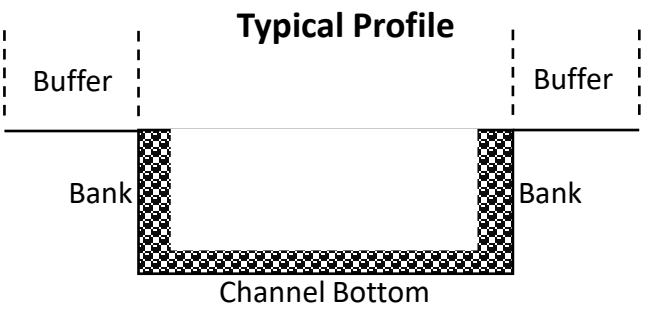








Gabion Ditch Maintenance Standards



Note: *This profile represents a typical Gabion ditch. Depth and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.

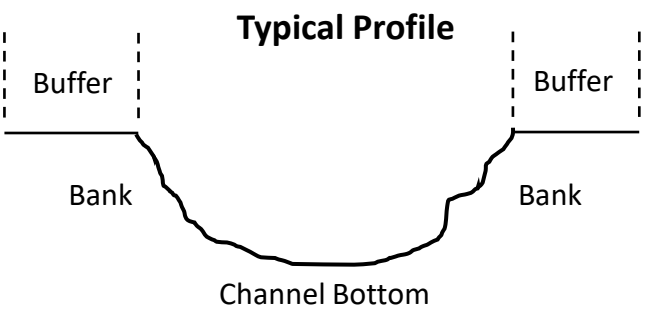




Gabion Ditch Maintenance Standards

Expected Condition After Maintenance

Earthen Ditch Maintenance Standards



Note: *This profile represents a typical earthen ditch. Depth, slope and buffer area varies.*

Examples of Typical Existing Conditions

Note: The below examples do not represent all conditions.
Field surveys are required to assess all maintenance required on ditch.





Earthen Ditch Maintenance Standards

Expected Condition After Maintenance

















PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kone Inc for skirt brush assemblies for Cruise Terminal escalators.
General fund.

Amount of Contract:

$20,473.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230329 Kone Agenda Package POs	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7151	2023	(3032) ARCHITECTURAL ENGINEERING	PROVIDE AND INSTALL SKIRT BRUSH ASSEMBLIES ON CRUISE TERMINAL ESCALATORS (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,473.91	(273592) KONE INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007151-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	6020.70.00.0000.0000.0000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
KONE INC	CRUISE TERMINAL
30604 SGT. E. I. BOOTS THOMAS	201 SOUTH WATER ST
	MOBILE, AL 36602
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	CRUISE TERMINAL
	201 SOUTH WATER ST
	MOBILE, AL 36602
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/23	273592	03/15/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	PROPOSAL TO SUPPLY ELEVATOR, ESCALATOR, MOVING WALKWAY MAINTENANCE, REPAIR, MODEERNIZATION AND RELATED PRODUCTS, SERVICES AND SOLUTIONS UNDER THE OMNIA PARTNERS/ U.S. COMMUNITIES PROGRAM UTILIZING THE TERMS AND CONDITIONS OF THE CITY OF KANSAS CITY MASTER CONTRACT(REFERENCE GENRL-EV2516 DATED DECEMBER 1, 2018)	1.00 LOT	20473.91000	20473.91

Additional Description Notes

PER YOUR ATTACHED SCOPE OF WORK DATED 03.02.23

FOR WORK ON THE BELOW:
#20225308 UP ESCALATOR
#20225309 DOWN ESCALATOR

FOR QUESTIONS OR CONCERN CONTACT M. THOMAS @ 251.208.7519

1	6020.70.00.0000.0000.0000.0000.0000.42150.	20473.91

Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00007151-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6020.70.00.0000.0000.0000.0000.0000.42150. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/15/23	273592	03/15/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total 20473.91

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

Account	Amount	Remaining Budget
6020.70.00.0000.0000.0000.0000.0000.42150.	20473.91	
CRUISE TERMINAL EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	03/29/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/29/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/29/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/29/23	JOHN PAINE	
Approved	03/29/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature

KONE

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

Overview
Contract Documentation
Contract Highlights
Success Stories
KONE Care
Modernization
24/7 Connected Services
Safety
New Construction
FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

December 1, 2018 through November 30, 2024
Option to renew (5) additional (1) year periods

Executive Summary

- Executive Summary

Contract Documents

- Contract EV2516
- EV2516 Terms & Conditions
- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4

RFP Documents

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION

Health and Well-being Solutions



CITY OF KANSAS CITY CONTRACT

UNIVERSITY OF CALIFORNIA CONTRACT

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to NEC Corporation of America for SmartScan fingerprint identification hardware and software for MPD.
General fund/Drug fund.

Amount of Contract:

$57,890.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230329 NEC Agenda Package POs	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:44 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
4974	2023	(1530) POLICE ADMIN SERVICES	SMARTSCAN FINGERPRINT IDENTIFICATION HARDWARE AND SOFTWARE FOR MPD (NCPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$57,890.00	(276087) NEC CORPORATION OF AMERICA

Adopted:

_____

City Clerk

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PRICE PER NCPA CONTRACT #01-126 AND YOUR QUOTE #INS085.			
001	DESKTOP STATION THAT INCLUDES UPS, DELL OP SFF PC WITH KEYBOARD AND MOUSE; ASUS VT229H TOUCH MONITOR, AND CROSSMATCH 1000PPI F&P DIGITAL SCANNER; ALSO INCLUDES SOFTWARE AND ALEA INTERFACE. (SMARTSCAN FINGERPRINT BASE APPLICATION AND PALM, AND STATE INTERFACE) PROFESSIONAL SERVICES INCLUDE: SHIPPING, INSTALLATION, INTEGRATION, DOCUMENTATION, NEC TRAVEL EXPENSE, TRAINING AND 12-MONTH WARRANTY.	2.00 EACH	22577.00000	45154.00
	Additional Description Notes			
	NO SUBSTITUTIONS			
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			45154.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	12 MONTH WARRANTY, MAINTENANCE, AND SUPPORT FOR EACH DELL OP SFF PC W/KB &CPD & ASUS VT229H TOUCH MONITOR AND 2 CROSSMATCH 1000 PPI F&P SCANNERS. POST WARRANTY 8X5 REMOTE MAINTENANCE AND SUPPORT (2 UNITS). Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	3838.00000	7676.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			7676.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
NEC CORPORATION OF AMERICA 10850 GOLD CENTER DR STE 200 RANCHO CORDOVA, CA 95670 Tel#916-463-7000 Fax 916-463-7041	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	LEXMARK MS823DN; FBI-CERTIFIED B&W PRINTER WITH 2 TRAYS. PRICE INCLUDES SHIPPING, INSTALLATION, TESTING AND 12 MONTH WARRANTY (8X5). Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	2200.00000	4400.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			4400.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
004	12 MONTH WARRANTY; MAINTENANCE; AND SUPPORT FOR EACH PRINTER POST WARRANTY 8X5 REMOTE MAINTENANCE AND SUPPORT LEXMARK MS823DN FBI CERTIFIED B&W PRINTER WITH 2 TRAYS. Additional Description Notes --- NO SUBSTITUTIONS	2.00 EACH	330.00000	660.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS. .			660.00

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 5

Vendor	Ship To
NEC CORPORATION OF AMERICA 10850 GOLD CENTER DR STE 200 RANCHO CORDOVA, CA 95670 Tel#916-463-7000 Fax 916-463-7041	POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Delivery Reference PC Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			

Requisition Link

Requisition Total 57890.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS. .	57890.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	57890.00	

DRUG ENFORCEMENT FUND EXP OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	01/30/23	TAYLOR HARRIS	Auto approved by: 9105thrr
Approved	01/30/23	NANCY NGUYEN	Auto approved by: 9105thrr
Approved	01/30/23	TRAVIS MARSHALL	Auto approved by: 9105thrr

Bill To	Requisition 00004974-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
NEC CORPORATION OF AMERICA	POLICE HEADQUARTERS
10850 GOLD CENTER DR	2460 GOVERNMENT STREET
STE 200	
	MOBILE, AL 36606
RANCHO CORDOVA, CA 95670	
Tel#916-463-7000	Delivery Reference
Fax 916-463-7041	PC
	Deliver To
	POLICE HEADQUARTERS
	2460 GOVERNMENT STREET
	MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/26/23	276087				POLICE ADMIN SERVICES

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	01/30/23	LAPORTSIA NETTLES		Auto approved by: 9105thrr	
	Approved	01/30/23	RANDY THREADGILL			
	Approved	02/27/23	DONALD ROSE		Approved by: 9105fola	
	Approved	02/27/23	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	02/27/23	KAREN NAMAN		Auto approved by: 910516727	
	Approved	02/27/23	JOHN PAINE		Auto approved by: 910516727	
	Approved	02/27/23	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 16th, 2021

NEC Corporation of America
ATTN: Keith Terreri
3929 W. John Carpenter Freeway
Irving, TX 75063

Dear Keith:

Region XIV Education Service Center is happy to announce that NEC Corporation of America has been awarded an annual contract for Advanced Cloud and On-Premise Communications Solutions based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on July 31st, 2024. The contract can then be renewed annually for an additional two years if mutually agreed on by Region XIV ESC and NEC Corporation of America.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, October 12th, 2022

NEC Corporation of America
ATTN: Keith Terreri
3929 W. John Carpenter Freeway
Irving, TX 75063

Re: Annual Renewal of NCPA contract #01-126

Dear Keith:

Region XIV Education Service Center is happy to announce that NEC Corporation of America has been awarded an annual contract renewal for Advanced Cloud and On-Premise Communications Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on July 31st, 2026, completing the fifth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from NCPA related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Johnson Controls, Inc. (#02-55) and Midwest Mechanical (#02-91), have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by NCPA is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Best Prices Services LLC for Right of Way Mowing at DIP and Cypress Shores, 3/cycles per year at unit rates, for one year, renewable for two additional one-year periods.

General Fund.

Amount of Contract:

$225,000.00 per year

Funding Source

Project # **Discretionary Funds**

Project String 10042086 42070 **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Ditches	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	3/23/2023 - 3:28 PM
Legal	Kern, Chris	Approved	3/23/2023 - 4:30 PM
			3/23/2023 - 4:30

Legal	Kern, Chris	Approved	PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the Best Price Services, LLC, to provide right of way ditch mowing services for Dauphin Island Parkway and Cypress Shores, for one year, renewable annually without further approval required by Council, for up to a total of three years, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

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

City of Mobile

Project:

AGREEMENT

THIS AGREEMENT made and entered into this ____ day of March, 2023 by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and, BEST PRICE SERVICES LLC (hereinafter "Provider"), a for profit company organized under the laws of the State of Alabama and qualified to do business in Alabama.

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

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

DAUPHIN ISLAND PKWY DITCH MOWING	$60,000/cycle
CYPRESS SHORES DITCH MOWING	$15,000/cycle

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

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

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

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

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

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

c. Professional liability insurance

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

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Provider shall be mailed to:

Best Price Services, LLC
7057 Forest Glen Court, Irvington, AL 36544

ARTICLE 14. Compliance with Alabama Immigration Law

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

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

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER,

Anthony B. Richards, Its Owner (title)

On behalf of Best Price Service LLC

3-23-23 Date

State of Alabama

Mobile County

I, Katie N. Cardona, a Notary public in and for said County, in said State, hereby certify that Anthony Richards, whose name as Owner of Best Price, a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Owner (corporate title) as aforesaid. Given under my hand this the 23 day of March, 2023.

Katie N. Cardona

Notary Public

My Commission expires on: March 15, 2025

KATIE N. CARDONA NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 15, 2025 ALABAMA STATE AT LARGE

CITY,

_____ _____

Its Mayor Date

ATTEST:

_____ _____

City Clerk Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: **tajb** 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:
02/23/2023	5776	PUBLIC WORKS	As Directed

This bid must be received and stamped by the Purchasing office not later than: 12:01 pm, Thursday, March 16, 2023

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

RIGHT OF WAY DITCH MOWING SERVICES

The City of Mobile is seeking bids on mowing of City of Mobile Ditches in the Cypress Gardens and Dauphin Island Parkway Areas as per the following and attached specifications.

Vendors shall provide the full cost of the complete cycle of a single mowing to include trimming, edging, removal of trash/litter, and blowing of specific streets named below.

The City defines a mowing cycle (cycle) as having a ditch or area mowed, trimmed, edged, trash/litter removed, and blown once as a complete cycle, unless the City notifies the contractor otherwise. The City has the right to tell Vendors when to change the mowing cycles based upon weather conditions.

The City's desire is to have all areas mowed in an eight (8) week cycle or four (4) times per year between **May 2023**, and **November 30, 2023**. The mowing cycles will have all areas mowed in fifty six (56) days starting in **May 2023**.

There is no guarantee on the number of cycles to be completed.

The City's desire is to have all areas mowed (1 mowing cycle) once every eight (8) weeks or fifty six (56) days unless the City notifies the contractor otherwise.

Unless explained by the occurrence of a natural disaster (a named tropical storm or hurricane), if the cycle time exceeds the specified number of days, the contractor may be penalized 2% of the cost of the streets that exceeded the cycle per day that the cycle time is exceeded.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name Best Price Services, LLC

Typed Signature Anthony Richardson

By [signature]

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 changed 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 an exemption certificate will be issued in lieu of same. The City is exempt from the State of 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) 208-7462 or cityofmobile.org/business-license-overview/

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 may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.

20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.

21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.

22. City of Mobile applies local vendor preference to all purchases: Code of Aabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.

23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

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

If a contractor is unable to fulfill obligations of the contract on any of their awarded ditches, all of the ditches awarded to them will be terminated. The City is the sole determiner of whether the vendor is operating at the capacity required.

This bid will be awarded on an area basis or group basis as defined on sheet called, Right of Way Ditch Mowing Service Pricing.

The City is interested in starting the mowing as soon as possible, per the attached schedule, therefore Vendors must be properly qualified to do business with the City of Mobile. Vendors shall provide with this bid the following:

-Their registration number with the Alabama Secretary of State's Office or evidence from the Secretary of State that they do not need to register.

-Their City of Mobile Business License Number.

-Their registration with the E-Verify Program, Federal and State.

-Documentation from their insurance carrier that a Certificate of Insurance can be provided within 1 day of notification.

The following is required and must be filled in:

Registration Number with Secretary of State Office 316-222

City of Mobile Business License Number 80325

E-Verify Enrollment Number 804918

Insurance Carrier can provide Certificate of Insurance for City Requirements within ONE (1) day of notification: YES ✓ NO___

Contractors who bid on more than one area must show in writing how they will accomplish their proposed bid. This will include a description of equipment and personnel on hand as well as what resources will be added prior to the work beginning.

City of Mobile reserves the right to inspect a Vendor's equipment prior to award for compliance with equipment specifications and conformance to safety equipment.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Vendor will make available ALL of his Equipment for Inspection.

Equipment on order or will be bought if Awarded a contract will not count.

Equipment not viewed will not count.

Vendors will be required to sign a service contract once a Vendor has been determined to be low and meet specifications provided they have the above required items. A blank copy of the Service Contract is included in this bid package.

Vendors will be required to perform as per the attached specifications for cutting, edging, trash/litter removal, and blowing.

If a contractor fails to meet performance requirements after award of bid, the City could/may have the vendor's entire award and contract cancelled.

The City has the right to tell the contractor when to begin a mowing cycle. The City has the right to tell a Vendor when not to execute a mowing cycle due to dry weather/drought, slowing of the growing season or funding.

City of Mobile provides with this bid maps and photos of the mowing areas of each of the groups of ditches involved.

The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been completed during that two week period; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if a cycle time for the area exceeds eight weeks, the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle.

When a Vendor submits their bill for a completed mowing cycle(s), Vendor shall also include the following:

The Vendor shall provide documentation of the Litter and Trash/ Litter Removed from the mowing areas. Vendor shall state the size of the bags and number of bags of Trash/Litter Removed from the ditch mowed.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Page 4 of 5

At the end of the contract, the Vendor shall provide a recap of all Trash/Litter Removed from their contracted ditches.

A bid bond is not required.

All bids must be submitted in a sealed envelope to the Purchasing Department, Room 408, South Tower, 205 Government Street. All bids must be received and date stamped prior to **12:01 PM, Thursday, March 16, 2023**

Any bids delivered after **12:01 PM, Thursday, March 16, 2023,** _____ will be returned unopened.

It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the **12:01 PM, Thursday, March 16, 2023,** date and time for the bid.

Be aware that there is limited parking around 205 Government Street and that you may have to park some distance away.

Pricing for this bid to be good for the current mowing season to **December 31, 2023.**

Maps for this bid may be viewed at:

https://maps.cityofmobile.org/bids/5674/index.html

For questions about this bid submit your questions by E-mail to purchasing@cityofmobile.org.

Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: cityofmobile.org/bid. Look under **Bid #5776.**

It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

BID CONTINUATION SHEET

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

Page 5 of 5

This is a sealed bid; your response must be in a sealed envelope that has the **Bid #5776 and your company name** on the outside or the date and time of the bid opening.

Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.

The City reserves the right to award some, all, or none of the bids received on this bid.

At the option of the City of Mobile and the successful Vendor(s), the award of this bid may be extended for two (2) additional years (Mowing Seasons). If extended, the terms, conditions and pricing shall not change. The City reserves the right to extend some, all, or none of the Ditch Mowing Group awards for a second or third year (Mowing Seasons).

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Best Price Services, LLC

By [signature]

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

RIGHT OF WAY DITCH MOWING SERVICES

PRICING SHALL BE A TOTAL PRICE/COST TO MOW
ALLTHE DITCHES IN EACH GROUP/AREA

DAUPHIN ISLAND PARKWAY DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 60,000

CYPRESS SHORES DITCH MOWING
PRICE FOR 1 COMPLETE CYCLE $ 15,000

City of Mobile

Ditch Mowing Specifications

Mowing (NO BUSH HOGS ALLOWED)

- Uniformly mow (without scalping or streaking) at the proper height no less than 3.00", no more than 5.00") as measured from the soil line
- Contractor is responsible for mowing all of the areas shown on the supplied maps from the edge of the right of way to the pavement; any questions about this should be directed to the designated City contact
- Mowing equipment shall consist of finishing mowers such as push mowers and string trimmers; bush hog types of mowers are unacceptable
- Blades must be sharp and provide a clean cut
- All guards must be in place
- Clippings need not be removed, but shall be mulched and/or spread uniformly to avoid clumping; large clumps shall be removed
- Litter, including signs, to be removed prior to mowing
- Mowers shall avoid striking ornamental trees; damaged trees shall be replaced, where applicable
- Contractor shall complete each street (including string trimming, blowing) before moving to the next
- To avoid rutting, contractor shall avoid driving heavy mowing equipment on ground that is saturated after heavy rain; ruts shall be repaired
- Discharge chutes must be in a downward position to eliminate any hazard during operation of mowing

String Trimming

- Vegetation shall be controlled on and around trees, signs, mailboxes, posts, fences, utility poles, light poles, and all stationary objects using a string trimmer
- String trimming shall be considered an integral part of mowing and shall be done at the same time as the mowing operations for each area
- Trimming shall be at the same cutting height listed for the surrounding grass
- Damage to trees is a particular concern with string trimmers; contractor shall ensure that string trimmers do not come into contact with trees; damaged trees shall be replaced

Blowing

- All hard surfaces (asphalt, concrete, gutters) must be blown and be debris free after edging, string trimming, and/or mowing; this includes old debris
- Debris includes: sand, grass, dirt, clippings, litter, silt, asphalt, gravel, etc.
- Clippings and/or leaves may be blown into the surrounding vegetation as long as they are dispersed evenly
- All guards must be in place and safety glasses worn

Spraying

- **NO** herbicide spraying for ditch mowing allowed. The contractor will be charged a **50%** penalty of the mowing cycle's total amount for using herbicide spray if the City of Mobile determines its use during mowing inspection.

Litter

- Any manmade object shall be considered litter

Miscellaneous

- Contractor shall have a designated contact and an alternate who is available during work hours; City shall do the same
- Contractor shall notify the designated City contact(s) using e-mail or text message of streets completed every two weeks in accordance with the established schedule. Phone calls or voice mail is insufficient. An inspection will not be performed until the City is properly notified, potentially allowing vegetation to grow or litter to accumulate, which would require the contractor to revisit the site before payment is released.
- When notifying City contact of the completion of a cycle, contractor shall report the number and size of bags of litter collected per cycle by street
- All specifications must be met before payment is released
- Any initial cleanup is included in the bid price.
- City may inspect job site at any time
- Contractor shall set up a Mowers Ahead sign at the beginning and end of the work zone
- Contract employees shall be courteous to the public at all times

- Equipment operators shall yield to pedestrians and avoid disrupting vehicular activity
- This contract is for up to **four** complete cycles that are no longer than **eight** weeks, beginning on April 17, 2023 and ending on November 30, 2023 as shown in the chart attached.
- The contractor shall notify the City every two weeks of the streets that have been completed; the contractor shall be paid for the streets that have been **completed** during that two week period **{THIS ONLY APPLIES TO DAUPHIN ISLD PKWY DITCH CONTRACT; and only two payments are allowed per each cycle)** ; the payment shall be based on the percentage of the linear feet of each ditch on each street as compared to the total linear feet of ditches within the contract area, based on the total contract price; if the cycle time for the area exceeds eight weeks the contractor will be penalized 2% per day of the total cost of those streets that exceeded the eight week cycle. **The contractor CANNOT skip streets but complete the streets' ditches consecutively.** Contractors working on Cypress Shores' ditches will be paid once per each completed cycle.
- The contractor must NOT jump from one street until all ditch mowing is completed. Then, proceed to the next street to continue ditch mowing.
- If the contractor completes the streets in a period shorter than eight weeks they will paid on a bi-weekly basis for all streets as they are completed; the contractor may not start the next cycle until the date shown on the above schedule.
- In the event of a natural disaster (a named tropical storm or hurricane) the contract may be suspended for an agreed upon period of time; payment shall not be made for a missed operation
- Any used tires found in or around a ditch will be piled by the contractor in one location accessible to a truck and trailer and the City Public Works' Trash Division contacted for removal.
- Contract employees shall be neat and well groomed and shall wear identifiable uniforms
- Contractor vehicles must be marked with business' name and/or business logo
- Work may be performed during daylight hours (dawn to dusk)
- Clippings, vegetation, or any other debris shall be finely mulched and evenly distributed back into drainage structure; such debris shall be removed from all hard surfaces, including asphalt, concrete, roadways, etc.; this includes old debris
- Tree pruning shall remain the responsibility of the City

- The use of pesticides, including herbicides, insecticides, and fungicides shall not be permitted
- Limbs and other debris shall be removed from the site and disposed of in accordance with the mowing schedule for each designated area
- Contractor shall immediately report any problems such as broken or missing storm drain covers, etc.

Safety

- Contractor shall comply with all applicable OSHA rules and regulations.
- Contractor shall comply with all City of Mobile safety rules and regulations.
- Contractor shall provide effective safety training to employees.
- Contractor shall designate a "competent person" at each work site who has the responsibility and authority to stop work until all safety conditions are met.
- Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:
    - Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.
- Contractors vehicles shall be fitted with a flashing strobe light that is visible in all directions to traffic; Contractors equipment shall also include retro-reflective material visible from all directions and shall have a "slow moving vehicle" placard mounted on equipment that may be operated on or adjacent to the roadway in accordance to applicable law.
- All equipment guards must be in place
- Contractor to take all reasonable precautions to ensure the safety of passing motorists, vehicles, pedestrians and property; the contractor shall be liable for any and all damage to passing vehicles, property or injuries resulting from their work.
- Safety glasses shall be worn when operating power equipment and whenever there is an exposure to an eye injury (including hand sawing, clipping, use of fuels or other chemicals, etc.); hearing protection is recommended when operating power equipment
- The City of Mobile Public Services Department has the authority to stop any contract operations that are thought to be hazardous; operations must cease until corrective actions are taken

- Spill control measures shall be in place in the event of a hazardous material spill; appropriate actions shall be taken in the event of a spill; contractor shall notify City in the event of a spill
- Failure to comply with safety issues may result in contract termination.
- Contractor shall notify the City of Mobile of any incidents reported to them.
- Contractors are not allowed to wear any type of device such as headphones for music, and or blue tooth devices that would prevent them from hearing traffic or compromise their safety. The City of Mobile is not responsible for any employee injury related to not complying with this policy

Cypress Shores Roadside Ditches AS OF 11/07/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR FEET
AUDUBON DR	3,508.50	0.66	4.31
BELLE ISLE LN	541.10	0.10	0.66
BENSON RD	972.61	0.18	1.19
BLUE GILL CIR	1,722.54	0.33	2.12
BOWDEN RD	2,852.62	0.54	3.50
BUCKNELL DR	1,232.35	0.23	1.51
CANAL CIR E	1,103.37	0.21	1.35
CANAL CIR W	1,253.32	0.24	1.54
CANAL PARK	500.22	0.09	0.61
CANAL DR	4,479.38	0.85	5.50
CINDY DR	2,161.54	0.41	2.65
CLEMSON DR	1,892.37	0.36	2.32
COLBY RD	375.73	0.07	0.46
COLE DR E	1,307.10	0.25	1.61
COLE DR N	639.19	0.12	0.78
COLE DR W	960.51	0.18	1.18
COLGATE DR	1,363.37	0.26	1.67
CROWN DR	71.11	0.01	0.09
CYPRESS SHORES DR	3,927.04	0.74	4.82
CYPRESS SHORES DR N	1,016.02	0.19	1.25
DOWNEY DR	1,761.53	0.33	2.16
EVERGREEN SERVICE RD	1,170.65	0.22	1.44
FURMAN DR	4,709.92	0.89	5.78
HIGGINS RD	12,328.44	2.33	15.14
HOBART RD	1,324.87	0.25	1.63
NICHOLL DR	1,716.03	0.33	2.11
PINEHURST DR	624.75	0.12	0.77
POINT RD	1,509.45	0.29	1.85
RANGELINE RD	1,481.06	0.28	1.82
RANGELINE SERVICE RD	773.26	0.15	0.95
RUTGERS RD	4,623.68	0.88	5.68
SAWYER AVE	766.73	0.15	0.94
SHIPYARD RD	7,443.51	1.41	9.14
TODD ACRES DR	4,818.25	0.91	5.92
TODD BLVD	93.32	0.02	0.11
TRINITY RD	940.88	0.18	1.16
TUFTS RD	3,465.83	0.66	4.26
TOTAL	81,432.15	15.42	100.00

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
AIRVIEW DR	581.42	0.11	0.32
ALBA AVE	1787.26	0.34	0.99
ALBA CLUB RD	6664.76	1.26	3.69
ALLEN CT	64.95	0.01	0.04
ANNWOOD DR	1673.57	0.32	0.93
ANSON CT	860.04	0.16	0.48
ARC RD	5319.99	1.01	2.94
ARCHER LN	544.38	0.10	0.30
BAKERS LN	398.51	0.08	0.22
BAY CRESCENT DR	1916.21	0.36	1.06
BAY FRONT RD	8700.18	1.65	4.82
BOYKIN BLVD	8079.11	1.53	4.47
BROOKMONT DR	1161.07	0.22	0.64
BRYAN AVE	2261.37	0.43	1.25
CASSIE LN	3157.67	0.60	1.75
CASTER ST	644.11	0.12	0.36
CASTLEWOOD DR N	930.33	0.18	0.51
CASTLEWOOD DR W	789.21	0.15	0.44
CEDAR CRESCENT DR	3684.23	0.70	2.04
CEDAR POINT RD	3348.02	0.63	1.85
CHARLOTTE ST	1209.04	0.23	0.67
CHARMAINE CIR E	528.56	0.10	0.29
CHARMAINE CIR N	851.68	0.16	0.47
CHARMAINE CIR W	723.16	0.14	0.40
CIRCLE CT	139.71	0.03	0.08
CLUB HOUSE RD	11517.96	2.18	6.38
COLEY DR	312.28	0.06	0.17
CREEKWAY DR	2903.43	0.55	1.61
CREEKWAY DR E	650.05	0.12	0.36
CREST BROOK DR	204.04	0.04	0.11
DANIELS RD E	105.01	0.02	0.06
DANIELS RD N	877.82	0.17	0.49
DANIELS RD W	567.67	0.11	0.31
DAUPHIN ISLAND PKWY	7289.27	1.38	4.03
DAYTONA DR	975.74	0.18	0.54
DEL MONTE CT	1085.54	0.21	0.60
DRIFTWOOD DR E	891.49	0.17	0.49
DRIFTWOOD DR N	2439.70	0.46	1.35
DRIFTWOOD DR S	1130.42	0.21	0.63
ELOONG DR	228.54	0.04	0.13
FAYE ST	267.93	0.05	0.15
FRIAR LN	615.36	0.12	0.34
HARBOR VIEW CT	585.52	0.11	0.32
HOPPIN ST	2393.19	0.45	1.32

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	LINEAR FEET	LINEAR MILES	PERCENT OF TOTAL LINEAR
INERARITY RD	877.08	0.17	0.49
JOHNS LN	2603.89	0.49	1.44
KAYSON CT	1344.73	0.25	0.74
LARTIGUE AVE E	1122.84	0.21	0.62
LARTIGUE AVE N	1226.35	0.23	0.68
LARTIGUE AVE S	726.15	0.14	0.40
LEWIS AVE	1372.98	0.26	0.76
LOIS DR	1241.60	0.24	0.69
LOST RIVER RD	2471.34	0.47	1.37
MARINA DR N	1393.08	0.26	0.77
MARTIN CT	424.37	0.08	0.23
MARTINWOOD LN	2253.81	0.43	1.25
MCVOY AVE	1185.90	0.22	0.66
MELODY LN	395.51	0.07	0.22
MERRY LN	826.22	0.16	0.46
MILITARY RD	1484.31	0.28	0.82
NORTH DR	3696.46	0.70	2.05
OLD MILITARY RD	1477.17	0.28	0.82
PARK RD	324.58	0.06	0.18
PINEHAVEN DR	363.96	0.07	0.20
PINELAND PL	96.54	0.02	0.05
PONCE DE LEON DR	773.89	0.15	0.43
PRIMA VERA LN	1187.86	0.22	0.66
RIVER FOREST RD	6110.20	1.16	3.38
RIVERSIDE DR	12268.91	2.32	6.79
RIVERSIDE DR W	501.69	0.10	0.28
ROBIN HOOD DR	1607.09	0.30	0.89
ROSEDALE RD	6962.15	1.32	3.85
RYDERS LN	177.28	0.03	0.10
SCENIC DR	3407.22	0.65	1.89
SCENIC PL	68.45	0.01	0.04
SEAFARER LN	376.33	0.07	0.21
SHORE ACRES DR	3127.60	0.59	1.73
SHORT VAN LIEW RD	1745.88	0.33	0.97
SMITH AVE	440.58	0.08	0.24
STAPLES RD	9521.10	1.80	5.27
STEWART RD	352.10	0.07	0.19
STREAMWOOD DR	255.97	0.05	0.14
TALLAHASSEE DR	673.51	0.13	0.37
TAMPA DR	1014.08	0.19	0.56
TERRELL RD	5647.95	1.07	3.13
TULSA DR	1024.40	0.19	0.57
VALLAS DR	1302.73	0.25	0.72
VAN LIEW RD E	1879.56	0.36	1.04

Dauphin Island Parkway Roadside AS OF 12/16/2022			
STREET NAME	**LINEAR FEET**	**LINEAR MILES**	**PERCENT OF TOTAL LINEAR**
WINSTON RD	1877.25	0.36	1.04
WOOD DR	398.30	0.08	0.22
TOTAL	180,670.45	34.22	100.00

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/6/2023

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

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

PRODUCER eNational Custom Risk 4325 Midmost Dr., Ste C Mobile AL 36609	**CONTACT NAME:** Dawn Honeycutt **PHONE (A/C, No, Ext):** 251-344-5393 **FAX (A/C, No):** 251-343-5490 **E-MAIL ADDRESS:** info@enationalinsurance.com
INSURED BEST PRICE SERVICES, LLC 7057 FOREST GLENN COURT IRVINGTON AL 36544	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** WESTERN WORLD INSURANCE — 13196 **INSURER B :** NATIONAL GENERAL INSURANCE COMPANY — 23728 **INSURER C :** WESCO INSURANCE COMPANY — 25011 **INSURER D :** SCOTTSDALE INSURANCE COMPANY — 41297 **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		NPP8882109	6/18/2022	6/18/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] HIRED AUTOS [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS			2006928824-04	9/11/2022	9/11/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) UM	$ 1,000,000 $ $ $ $ 25/50
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3584990	5/24/2022	5/24/2023	[ ] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER IS LISTED AS ADDITIONAL INSURED IN REGARDS TO THE GENERAL LIABILITY

CERTIFICATE HOLDER

CITY OF MOBILE
P.O.BOX 1827
MOBILE AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dawn Honeycutt

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EXHIBIT C

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 80325 **LAST 4 FEIN/SSN:** 0

OWNERSHIP: LLC **STATE ID:**

ZONING CERT:

LEGAL BUSINESS NAME: BEST PRICE SERVICES LLC

PHYSICAL ADDRESS: 7057 FOREST GLENN CT IRVINGTON, AL 36544

MAILING ADDRESS: 7057 FOREST GLENN CT IRVINGTON, AL 36544

BUSINESS PHONE: 251-344-9969 **CELL PHONE:**

BUSINESS FAX: **START DATE:** 03/14/2007

JURISDICTION: PJ **TAX CODES:**

TERRITORY: T6 **ACCOUNT TYPE:** L

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
BEST PRICE SERVICES LLC	LLC	7057 FOREST GLENN CT	IRVINGTON	AL	36544

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
238990	CONSTRUCTION-SUB CONTRACTOR	2023
561730	LAWN AND GARDEN SERVICE(S)	2023

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: **ID:**

DATE: 3/13/2023

_____

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

John H. Merrill
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

as appears on file and of record in this office, the pages hereto attached, contain a true, accurate, and literal copy of the Articles of Formation filed on behalf of BEST PRICE SERVICES LLC, as received and filed in the Office of the Secretary of State on 08/20/2014.

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

06/13/2018

Date

John H. Merrill

John H. Merrill Secretary of State

20180613000018456

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY
AMENDMENT TO FORMATION/ORGANIZATION

2018013316 1/2
Bk: LR7612 Pg:1412
Document Type: LAMD

Mobile County, Alabama
I hereto certify this instrument
filed on : 03/12/2018 12:55:27 PM
Don Davis, Probate Judge

Deed Tax:	$.00	
Mortgage Tax:	$.00	
Mineral Tax:	$.00	
No Tax:	$.00	2018013316
Judge Fee:	$.00	Bk:LR7612
S.R. Fee:	$2.00	Pg:1412
Surcharge Fee:	$.00	
Recording Fee:	$26.00	
TOTAL:	$28.00	

(For County Probate Office Use Only)

PURPOSE: In order to amend a Limited Liability Company's (LLC) Certificate of Formation/Articles of Organization under Section 10A-1-3.13 and 10A-5-2.03 of the Code of Alabama 1975 this Amendment and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the LLC was initially formed/ incorporated.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fee to the Office of the Judge of Probate in the county where the LLC's Certificate of Formation was recorded. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the **Secretary of State for the state filing fee of $50.00 for standard processing or $150.00 if expedited processing within approximately 24 hours of receipt by the Office of the Secretary of State is requested (10A-1-4.31)** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Amendment to the Office of the Secretary of State within 10 days after the filing is recorded. Once the Secretary of State's Office has indexed the filing, the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name or number. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your Amendment will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

This form must be typed or laser printed.

1. The name of the Limited Liability Company from the Certificate of Formation/Articles of Organization:

   BEST PRICE SERVICES, LLC

2. The date the Certificate of Formation was filed in the county: 08 / 11 / 2014 (format MM/DD/YYYY)

3. Alabama Entity ID Number (Format: 000-000): 316 - 222 **INSTRUCTION TO OBTAIN ID NUMBER TO COMPLETE FORM:** If you do not have this number immediately available, you may obtain it on our website at www.sos.alabama.gov under the Government Records tab. Click on Business Entity Records, click on Entity Name, enter the registered name of the entity in the appropriate box, and enter. The six (6) digit number containing a dash to the left of the name is the entity ID number. If you click on that number, you can check the details page to make certain that you have the correct entity – this verification step is strongly recommended.

(For SOS Use Only)

This form was prepared by: (type name and full address)

ANTHONY B. RICHARDSON
7057 FOREST GLENN COURT
IRVINGTON, AL 36544

RECEIVED DATE
MAR 22 2018

SECRETARY OF STATE
OF ALABAMA

CERTIFIED TRUE COPY
Probate Court of Mobile Co., AL
Don Davis, Judge

Signature _____
C. Mark Erwin, Chief Clerk
Date 3-12-18

Alabama
Sec. Of State

Entity Change
316-222 DLL
Date 3/22/2018
Time 13:53
180322 2 Pg

File	$50.00
Ackn	$.00
Exp	$.00
Total	$50.00

10/014

DLLC Amendment - 6/2016

EXHIBIT D

E-Verify

Company ID Number: 804918

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Best Price Services LLC
Company Facility Address	7057 Forest Glenn Ct Irvington, AL 36544
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	473927306
North American Industry Classification Systems Code	811
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1

BID TABULATION FOR BID #5776
RIGHT-OF-WAY DITCH MOWING SERVICES

	DAUPHIN ISLAND PKWY	CYPRESS SHORES
BEST PRICE SERVICES	$60,000.00	$15,000.00
HUGHES 360	$64,350.00	$17,750.00
2 CEES LLC	$63,240.00	$20,360.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor Stimpson and Councilmembers Carroll and Small

Purpose and Scope of Project:

To accept the contract for PPM Consultants, Inc. for Professional Services for Fueling System Work at Motor Pool & City Garage

Amount of Contract:

$58,160.00

Funding Source

Project # C0486 **Discretionary Funds**

Project String **Contract Number:**4394

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PPM CONSULTANTS, INC CONTRACT	Cover Memo	3/29/2023

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	3/30/2023 - 9:36 AM
Capital	Rhodes, Brenda	Approved	3/30/2023 - 10:30 AM
Legal	Kern, Chris	Approved	3/30/2023 - 12:02 PM
Mayors Office	Montgomery, Brandi	Approved	3/30/2023 - 2:45 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: Fueling System Work at Motor Pool + City Garage

PROJECT #: C0486 DATE OF RECEIPT: 3/29/23

PROJECT DESCRIPTION: Fueling System Work at Motor Pool + City Garage

CONTRACT AMOUNT: #58,160.00

VENDOR NAME: PPM Consultants, Inc.

VENDOR NUMBER: 276679

DEPT #: 3005 DEPT. NAME: Engineering Dept

CONTRACT ADMINISTRATOR: Nick Amberger

Please Select by circling one (Type):

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y NO; 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: Lisa Roberts Date: 3/29/23

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson

Councilmembers, William Carroll, C. J. Small

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

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

Name of Company: PPM Consultants, Inc.

Project Name: Fueling System Work at Motor Pool & City Garage
Project No. 2023-3005-13

Estimated Cost: $58,160.00

Adopted:

_____

City Clerk



FUELING SYSTEM WORK AT MOTOR POOL & CITY GARAGE

PROJECT NO. 2023-3005-13

ENGINEER:

PPM CONSULTANTS, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2023, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **PPM CONSULTANTS, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **PPM CONSULTANTS, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the UST Removal Planning and Closure Activities as set out in Section III.

PROJECT – FUELING SYSTEM WORK AT MOTOR POOL AND CITY GARAGE, City of Mobile Project No. 2023-3005-13. This is for environmental work for ADEM compliance at the City Motor Pool for removal of out of service Underground Storage Tanks (USTs) and at the City Garage for replacement of UST product piping. **The professional engineering consulting & investigation services may include environmental testing and study, preparation of plans and bid documents, exhibits/maps/cost estimates, coordination with regulators, contractors, and City staff as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARDS - EPA Environmental Rules from Title 40 of the Code of Federal Regulations (40CFR) and Title 22 of the Code of Alabama 1975, § 22-22A-1 et seq. and ADEM Administrative Code 335.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of maps and any other assessments, results, and evaluations pertaining to this PROJECT, will meet the requirements for conformance with the Standards and applicable environmental practices, local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and practices and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the PROJECT is divided into four (4) Tasks.

A. Motor Pool - UST Removal Planning, Compliance and Closure Activities

1. Project Planning and General Compliance Activities – TASK 1

    a. Provide the City with compliance support during the planning, Permanent Closure, and removal tasks
    b. Attend a kick-off meeting with the City and UST removal contractor.
    c. Prepare a site-specific Health and Safety Plan (HASP) for the UST removal and closure activities.
    d. Prepare plans and bid documents to bid the UST Removals in accordance with STANDARDS.
    e. Submit ADEM Form 422, *Notice of Intent to Permanently Close Underground Storage Tank or Piping* at least 30 days prior to the start of closure activities.
    f. Conduct a Ground Penetrating Radar (GPR) survey prior to removal of the USTs to identify underground utiltiies an any other unknown subsurface anomalies in the vicinity of the UST system.

2. UST Removal and Closure Activities – TASK 2

    a. Provide construction oversight for the removals of two (2) 10,000 gallon USTs located in one tank pit, product piping, and removal of pump dispensers.
    b. Post-UST removal, a maximum of 15 samples for analysis for total petroleum hydrocarbons (TPH) in accordance with EPA Method 418.1. If the sidewalls of excavation exceeds 25 feet, eight (8) soil samples will be collected from the sidewalls of the tank pit. One (1) soil sample will be collected from the bottom of the tank pit beneath each of the USTs. However, if groundwater is encountered in the tank pit, no soil sample will be taken at this location. Up to five (5) soil samples will be collected from beneath the product piping associated with the USTs.
    c. If groundwater is encountered within 5 feet of the bottom of the tank pit, groundwater samples are required to be collected from four soil borings (typically one boring within approximately 10 feet from each sidewall of the tank pit). A Geoprobe will be used to install four 1-inch diameter temporary groundwater monitoring wells for the purpose of collecting groundwater samples. The groundwater samples will be analyzed for benzene, toluene, ethylbenzene, total xylenes (BTEX), methyl tertiary butyl ether (MTBE), and naphthalene per Environmental Protection Agency (EPA) Method 8260B. After sample collection, the well piping will be removed and each boring will be filled to land surface with bentonite chips.
    d. PPM will prepare and submit a UST Closure Site Assessment Report to the City for review and subsequent submittal to ADEM.
    e. The ENGINEER will only be paid for samples collected. If additional samples are required, this work will be authorized in writing by the City and paid for under Additional Services, Article V.B..

B. City Garage - In-Place Product Pipe Closure Assessment
1. Project Planning and General Compliance Activities - TASK 3

a. Provide the City with compliance support during the planning, Permanent Closure, well installation and sampling tasks.
b. Attend a kick-off meeting with the City.
c. Prepare a site-specific HASP for the in-place closure, well installation and sampling activities.
d. PPM will submit ADEM Form 422, Notice of Intent to Permanently Close Underground Storage Tank or Piping at least 30 days prior to the start of closure activities.
e. Conduct a GPR survey prior to installation of the groundwater monitoring wells to identify underground utiltiies an any other unknown subsurface anomalies in the vicinity of the UST piping.

2. Product Line Closure Activities - TASK 4

a. PPM will subcontract Walker Hill Environmental (WHE) Services to use a Geoprobe® to collect up to five soil samples (one sample every 10 linear feet of product piping) and install four 1-inch diameter temporary groundwater monitoring wells to collect groundwater samples. PPM will collect soil samples from probe borings near the product pipe formerly associated with the No. 2 Unleaded 10,000-gallon gasoline UST. After sample collection, the well piping will be removed and each boring will be filled to land surface with bentonite chips.
b. Soil samples will be screened with a photo ionization detector (PID) to qualitatively assess hydrocarbon impact in the shallow soil.
c. Soil and groundwater samples will be submitted to a certified laboratory for analysis of chemicals of concern [benzene, toluene, ethylbenzene and total xylenes (BTEX), methyl tertiary butyl ether (MTBE) and naphthalene].
d. Complete a sensitive receptor survey to identify the presence of domestic and/or public water supply wells or surface water intakes within the ADEM designated search radii. In addition, PPM will contact the local municipality to determine if the facility is located within a wellhead protection or source water area.
e. PPM will submit a UST Closure Site Assessment Report based on ADEM's UST Closure Site Assessments Guidance Manual-Section III.
f. The ENGINEER will only be paid for samples collected. If additional samples are required, this work will be authorized in writing by the City and paid for under Additional Services, Article V.B..

C. PLANS AND SPECIFICATIONS

1. All plans, documents, maps, Technical Memorandums, reports, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.
   a. All documents, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) copies of all documents and half size 11 x 17 drawings, and one (1) full-size copy of the drawings, electronic files (one

copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the

rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

    a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform UST Removal Monitoring, Compliance and Closure Activities services in accordance with the schedule and appropriate portion of Section III.A, of this CONTRACT 18 months from the NOTICE TO PROCEED. Payment for work performed in Section III.A of this CONTRACT shall not exceed $48,160.00 (Forty-Eight Thousand One Hundred and Sixty Dollars and Zero Cents).

    b. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $10,000 (Ten Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The

ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid to the ENGINEER associated with the above mentioned PROJECT shall not exceed $58,160.00 (Fifty-Eight Thousand One Hundred and Sixty Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

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

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

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
b. Employer's Liability with limits of not less than:

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

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

3. Comprehensive General Liability Insurance:

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

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

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

4. Automobile Liability Insurance:

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

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

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

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

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

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

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

VII. E-VERIFY

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

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

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

X. ANTI-DISCRIMINATION CLAUSE

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

XI. GOVERNING LAW AND VENUE

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

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By:_____
Its City Clerk
Print:_____

PPM Consultants, INC.

By: [signature]

Print: Isaac Smith

Its: Principal

Address: 30709 Sgt EI. Boots Thomas Dr.
Spanish Fort, AL

Telephone: 251 990-9000

STATE OF ALABAMA
CITY OF MOBILE

I, Kay D. Williams, a Notary Public in and for said State and County, hereby certify that Isaac Smith, whose name as Principal of PPM CONSULTANTS, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 7th day of March, 2023.

KAY D. WILLIAMS NOTARY PUBLIC ALABAMA STATE AT LARGE

[signature]
NOTARY PUBLIC

My Commission Expires: 7-1-2023

EXHIBIT A: PROJECT LOCATION


Motor Pool location
City Garage location
VIRGINIA ST
MIAMI ST
SHAWNEE ST
NORTH CAROLINA ST
SOUTH CAROLINA ST
S BROAD ST
CHARLES ST
GAYLE ST
MURPHY ST
PUBLIC WORKS
TRAFFIC ENGINEERING

EXHIBIT B: PROJECT ESTIMATE

PROJECT – FUELING SYSTEM WORK AT MOTOR POOL AND CITY GARAGE, City of Mobile Project No. 2023-3005-13.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed $58,160.00 **[Fifty-Eight Thousand One Hundred and Sixty Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: Districts 2, 3

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

PPM CONSULTANTS, INC.
STANDARD RATE SCHEDULE

JANUARY 2023

PROFESSIONAL SERVICES

Description	Rate
Professional Level 19	$292.00
Professional Level 18	$281.00
Professional Level 17	$270.00
Professional Level 16	$259.00
Professional Level 15	$251.00
Professional Level 14	$240.00
Professional Level 13	$229.00
Professional Level 12	$218.00
Professional Level 11	$206.00
Professional Level 10	$193.00
Professional Level 9	$181.00
Professional Level 8	$168.00
Professional Level 7	$154.00
Professional Level 6	$142.00
Professional Level 5	$130.00
Professional Level 4	$117.00
Professional Level 3	$104.00
Professional Level 2	$ 91.00
Professional Level 1	$ 80.00
Technical Level 5	$116.00
Technical Level 4	$104.00
Technical Level 3	$ 91.00
Technical Level 2	$ 80.00
Technical Level 1	$ 71.00
CAD/Graphic Designer 3	$117.00
CAD/Graphic Designer 2	$104.00
CAD/Graphic Designer 1	$ 91.00
Administrative 3	$ 91.00
Administrative 2	$ 80.00
Administrative 1	$ 71.00

TRANSPORTATION

Vehicles ..... Current IRS rate plus 10% per mile

OUTSIDE SERVICES / REIMBURSABLE EXPENSES

Invoice cost plus 15% (or per specific proposal)

EQUIPMENT, SUPPLIES, ETC.

SAMPLING DEVICES

Description	Daily Rental	Weekly Rental
Drager Pump	$ 34.00	$136.00
Hand Auger	$ 26.00	$104.00
Sampling Pump	$ 87.00	$348.00

METERS AND INSTRUMENTS

Description	Daily Rental	Weekly Rental
Anemometer	$ 19.00	$ 76.00
Conductivity Meter	$ 30.00	$120.00
Conductivity/TDS/Temp Meter	$ 49.00	$196.00
Dissolved Oxygen Meter	$ 36.00	$144.00
Hermit Data Logger	$187.00	$748.00
Flame Ionization Detector (FID)	$177.00	$708.00
Photo-Ionization Detector (PID)	$ 99.00	$396.00
Combustible Gas Indicator	$ 84.00	$336.00
Interface Probe	$ 42.00	$168.00
Transit, Tripod, Rod	$ 40.00	$160.00
Manometer	$ 17.00	$ 68.00
ORP Meter	$ 30.00	$120.00
pH/Conductivity Meter	$ 32.00	$128.00
pH Meter	$ 19.00	$ 76.00
Temperature Probe	$ 19.00	$ 76.00
pH/Cond/Temp/DO/Turbidity Meter	$116.00	$464.00
UAV (drone)	$ 95.00	$380.00
Vacuum Pump	$ 36.00	$144.00
Water Level Meter	$ 22.00	$ 88.00

SUPPLIES

Description	Cost Per Unit	Units
2" Bailer	$ 26.00	each
3" Bailer	$ 38.00	each
Disposable Bailer	$ 10.00	each
Sampling Jars	$ 28.00	case
Sample Kit	$ 32.00	each
Sample Gas Bags	$ 27.00	each
Face Shield	$ 7.00	each
Respirator Cartridges	$ 24.00	each
Tyvek Apron	$ 4.00	each
Tyvek Sleeves	$ 4.00	pair
Tyvek Suit	$ 10.00	each

COPIES & PRINTS

Description	Cost Per Unit	Units
Color Prints – 24"X36"	$ 19.00	each
Black & White Prints – 24"X36"	$ 9.00	each
Copies	$ 0.20	each
Color Copies	$ 0.70	each
Tabs	$ 0.50	each
Binders – 1" to 2"	$ 9.00	each
Binders – > 2"	$ 19.00	each
Sheet Protectors	$ 2.00	each

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

A. Motor Pool

Project Planning and General Compliance Activities – TASK 1…… $8,150.00

UST Removal and Closure Activities – TASK 2……$25,350.00

B. City Garage

Project Planning and General Compliance Activities – TASK 3…… $5,840.00

Product Line Closure Activities – TASK 4……..$8,820.00

Base Contract Amount $ 48,160.00

Additional Services (If requested in writing by the City Engineer)……$ 10,000.00

Total Contract Amount including Additional Services $ 58,160.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum and/or Report from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/8/2023

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

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

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	**CONTACT NAME:** Caitlin Rosier **PHONE (A/C, No, Ext):** 205-847-3910 **FAX (A/C, No):** **E-MAIL ADDRESS:** caitlin.rosier@stephens.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : Nautilus Insurance Company	17370
INSURED PPM Consultants, Inc. 5555 Bankhead Hwy. Birmingham AL 35210	**INSURER B :** Amerisure Mutual Insurance Company	23396
	INSURER C : Amerisure Partners Insurance Company	11050
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 72929691 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ ☐ CLAIMS-MADE ✓ OCCUR ✓ BI/PD & Personal/Adv Injury - ☐ $5,000 per occ. deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ✓ LOC ☐ OTHER:	✓	✓	ECP2028211-14	2/11/2023	2/11/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	CA 21078330605	2/11/2023	2/11/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	☐ **UMBRELLA LIAB** ✓ OCCUR ✓ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	✓	✓	FFX2028212-14	2/11/2023	2/11/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	WC 21078340502	2/11/2023	2/11/2024	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution Liability			ECP2028211-14	2/11/2023	2/11/2024	$1,000,000 Limit / $5,000 Ded. Per Occ.	
A	Professional Liability			ECP2028211-14	2/11/2023	2/11/2024	$1,000,000 Limit / $5,000 Ded. Per Claim	

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

City of Mobile is additional insured under general liability, automobile liability and excess liability on a primary and non-contributory basis as required by written contract. Waiver of Subrogation provided under general liability, automobile liability, workers' compensation and excess liability in favor of City of Mobile as required by written contract. To the extent required by written contract, applicable policies have been endorsed to provide 30 days notice of cancellation (except 10 days for non payment of premium) to the certificate holder.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Michael L. Wilson

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ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

ADDITIONAL INSURED – COVERAGE A, B & D – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL COMBINED POLICY

In consideration of the premium charged and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood that this endorsement shall apply only to the Coverage Part(s) corresponding with the box or boxes marked below.

☒ **COVERAGES PARTS A AND B – GENERAL LIABILITY**

☒ **COVERAGE D – CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:	Any person or organization to whom you become obligated to name additional insured under any contract or agreement you enter into prior to the occurrence of loss
Job Description/Location:	Applicable locations/all projects.

SECTION III – WHO IS AN INSURED is amended to include as an insured, with respect to Coverage **A**, **B** and **D**, any person(s) or organization(s) shown in the schedule above.

Such additional insured status applies only:

1. Under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY** for claims or **suits** resulting from:

   a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or

   b. **Your work** performed for such person(s) or organization(s) and included in the **products-completed operations hazard.**

2. Under **COVERAGE D CONTRACTORS POLLUTION LIABILITY** for claims or **suits** arising out of out **pollution conditions** that are the results of:

   a. **Your work** performed for such person(s) or organization(s) in the performance of your ongoing operations for the additional insured; or

b. Your work performed for such person(s) or organization(s) and included in the **products-completed operations hazard.**

With respect to damages caused by **your work**, as described above, the coverage provided hereunder shall be primary and not contributing with any other insurance available to those person(s) or organization(s) shown in the schedule above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

WAIVER OF SUBROGATION

It is agreed that the Company, in the event of any payment under this policy, waives its right of recovery against any Principal, but only at the specific written request of the Named Insured either before or after loss, wherein such waiver has been included before loss as part of a contractual undertaking by the Named Insured.

This waiver shall apply only with respect to losses occurring due to operations undertaken as per the specific contract existing between the Named Insured and such Principal and shall not be construed to be a waiver with respect to other operations of such Principal in which the Named Insured has no contractual interest.

No waiver of subrogation shall directly or indirectly apply to any employee, employees or agents of either the Named Insured or of the Principal, and the Company reserves its right or lien to be reimbursed from any recovery funds obtained by any injured employee.

This waiver does not apply in any jurisdiction or situation where such waiver is held to be illegal or against public policy or in any situation wherein the Principal against whom subrogation is to be waived is found to be solely negligent.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

ENDORSEMENT

This endorsement forms a part of the policy to which it is attached. Please read it carefully.

NOTICE OF CANCELLATION TO DESIGNATED ENTITIES

SCHEDULE

Name of Person(s) or Organization(s)

We will provide written Notice of Cancellation to an additional insured stating when, not less than the number of days shown in the schedule below, cancellation will become effective.

This condition only applies if:

1. Cancellation is for reasons other than:

a. Non payment of premium; or

b. Non payment of any deductible reimbursement.

2. You are required by written contract to provide the additional insured with such notice; and

3. You agree to provide us a list of the applicable additional insureds, including their complete mailing addresses, within 7 days of our request.

If notice is mailed, proof of mailing is sufficient proof of notice.

In consideration of an additional premium of $0 and notwithstanding anything contained in the policy to the contrary, it is hereby agreed and understood if the Company cancels this policy on or before the expiration date of the policy, the Company will mail or deliver to the person(s) or organization(s) shown in the schedule above, written notice of cancellation to the address included above not less than 30 days prior to the effective date of cancellation. Proof of mailing of notice shall be sufficient proof of notice. The effective date and hour of cancellation stated in the notice shall be the end of the policy period.

This endorsement shall not apply for the following reasons:

a. non-payment of premium, or

b. the policy is non-renewed for any reason.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADVANTAGE
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is $ Included

1. EXTENDED CANCELLATION CONDITION

COMMON POLICY CONDITIONS - CANCELLATION, Paragraph **A.2.** is replaced by the following:

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED is amended by the addition of the following:

d. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,

(1) Coverage under this provision is afforded only until the end of the policy period;

(2) Coverage does not apply to "accidents" or "loss" that occurred before you acquired or formed the organization; and

(3) Coverage does not apply to an organization that is an "insured" under any other policy or would be an "insured" but for its termination or the exhausting of its limit of insurance.

e. Any "employee" of yours using:

(1) A covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by the "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) An "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household.

f. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.

g. Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered "autos".

This provision does not apply:

(1) Unless the written contract or agreement is executed or the permit is issued prior to the "bodily injury" or "property damage";

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(2) To any person or organization included as an insured by an endorsement or in the Declarations; or

(3) To any lessor of "autos" unless:

(a) The lease agreement requires you to provide direct primary insurance for the lessor;

(b) The "auto" is leased without a driver; and

(c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

(2) Up to $2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

4. AMENDED FELLOW EMPLOYEE EXCLUSION

SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, paragraph **5. Fellow Employee** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

B. Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS,** paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

b. Loss Of Use Expenses

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

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

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

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

However, the most we will pay for any expenses for loss of use is $30 per day, to a maximum of $2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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

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

2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

(1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";

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

(3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

(4) Security deposits not refunded by a lessor; and

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

7. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

4. Coverage Extensions

(a) We will pay up to $75 per day to a maximum of $2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.

(b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

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8. AIRBAG COVERAGE

SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph **3.** is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.

b. Blowouts, punctures or other road damage to tires.

9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

11. KNOWLEDGE OF ACCIDENT

SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, paragraph a. is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:

(1) How, when and where the "accident" or "loss" occurred;

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

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

12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.

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POLICY NUMBER: CA 21078330605

COMMERCIAL AUTO
CA 71 65 09 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY NON-CONTRIBUTORY COVERAGE WHEN REQUIRED BY INSURED CONTRACT OR CERTIFICATE

This endorsement modifies insurance provided under the

BUSINESS AUTO COVERAGE FORM

The provisions of the Coverage Form apply unless changed by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy on the inception date of the policy, unless another date is shown below.

Endorsement Effective: 02/11/2023	Countersigned By:
Named Insured: PPM Consultants, Inc.	(Authorized Representative)

(No entry may appear above. If so, information to complete this endorsement is in the Declarations.)

1. Section II – Liability Coverage, A. Coverage, 1. Who Is An Insured is amended to add:

   Any person or organization with whom you have an "insured contract" which requires:

   i. that person or organization to be added as an "insured" under this policy or on a certificate of insurance; and
   ii. this policy to be primary and non-contributory to any like insurance available to the person or organization.

Each such person or organization is an "insured" for Liability Coverage. They are an "insured" only if that person or organization is an "insured" under in **SECTION II** of the Coverage Form.

The contract between the Named Insured and the person or organization is an "insured contract".

2. Section IV – Business Auto Conditions, B. General Conditions, 5. Other Insurance, paragraph d. is deleted and replaced by the following for the purpose of this endorsement only:

   d. When coverage provided under this Coverage Form is also provided under another Coverage Form or policy, we will provide coverage on a primary, non-contributory basis.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – THIRD PARTY

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

Subject to the cancellation provisions of the Coverage Form to which this endorsement is attached, we will not:

1. Cancel;
2. Nonrenew; or,
3. Materially change (reduce or restrict)

this Coverage Form, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation, nonrenewal or material change. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation, nonrenewal or material change to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Coverage Form cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Coverage Form.

SCHEDULE

Name Of Person Or Organization	Mailing Address
Any person or organization holding a certificate of insurance issued for you, provided the certificate:	The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage;

   will be provided to that person or organization;
3. Is in effect at the time of the:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

"Any person or organization required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

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

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

Endorsement Effective 02/11/2023 Policy No. WC 21078340502 Endorsement No. 003

Insured PPM Consultants, Inc. Premium $ Included

Insurance Company Amerisure Insurance Company Countersigned by

Copyright 1983 National Council on Compensation Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR NONRENEWAL - THIRD PARTY

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

Subject to the cancellation provisions of the Policy to which this endorsement is attached, we will not:

1. Cancel; or
2. Nonrenew

this Policy, except for nonpayment of premium, until we provide at least 30 days written notice of such cancellation or nonrenewal. Written notice will be to the person or organization named in the Schedule. Such notice will be by certified mail with return receipt requested.

This notification of cancellation or nonrenewal to the person or organization named in the Schedule is intended as a courtesy only. Our failure to provide such notification will not:

1. Extend any Policy cancellation date;
2. Negate the cancellation as to any insured or any certificate holder;
3. Provide any additional insurance that would not have been provided in the absence of this endorsement; or
4. Impose liability of any kind upon us.

This endorsement does not entitle the person or organization named in the Schedule to any benefits, rights or protection under this Policy.

SCHEDULE

Name Of Person Or Organization	Mailing Address
Any person or organization holding a certificate of insurance issued for you, provided the certificate:	The address shown for that person or organization in that certificate of insurance

1. Refers to this policy;
2. States that notice of:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage;

   will be provided to that person or organization;
3. Is in effect at the time of the:
   a. Cancellation;
   b. Nonrenewal; or
   c. Material change reducing or restricting coverage; and
4. Is on file at your agent or broker's office for this policy

EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

Company ID Number: 152979

Approved by:

Employer PPM Consultants, Inc.	
Name (Please Type or Print) Sherry Milam	Title
Signature Electronically Signed	Date 09/18/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/18/2008

Company ID Number: 152979

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	PPM Consultants, Inc.
Company Facility Address	5555 Bankhead Highway Birmingham, AL 35210
Company Alternate Address	
County or Parish	JEFFERSON
Employer Identification Number	721256279
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	7

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PPM Consultants Inc.
Address	30704 Sergeant E.I. Boots Thomas Drive, Spanish Fort, AL 36527
Telephone	251-266-7921
E-Mail	isaac.smith@ppmco.com

RFP/RFQ Solicitation Number	2023-3005
Project Description	UST Fueling System Support - Motor Pool and City Garage
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 74 Female 36 Minority 6 Non-minority 104 Vets 6 Total #of Employees 110

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Isaac Smith

Signature: Isaac Smith Date: 3/16/23

Title: Principal

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Isaac Smith Title: Principal

E-mail:_ Phone: isaac.smith@ppmco.com 251-266-7921

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2023-3005 Your Bid/Proposal Amount $ 48,160.000 Date: 3 / 16 / 23

Description UST Fueling System Support

Name of Bidder/Proposer: PPM Consultants Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Gulf Coast Labnet	251-625-1331	Laboratory Analysis	$2,320.00	5%	No	
Walker Hill Environmental	601-736-3500	Soil borings and monitoring well installation	$7,500.00	16%	No	
GPRS	501-503-2877	Ground penetrating radar survey	$4,000.00	8%	No	

Form 2: Good Faith Effort Documentation

Name of Bidder: PPM Consultants Inc.

Contact Person: Isaac Smith Phone 251-266-7921 Email isaac.smith@ppmco.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

X Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

Due to the nature of this project, we were unable to identify any DBEs that could provide the necessary subcontractor support

_____

Suggestions or comments to improve this program. _____

_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Nick Amberger, Engineering, and Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Council Member Ben Reynolds

Purpose and Scope of Project:

Authorize the conveyance of City owned property located south of Lloyd Station Road 36693, no longer needed for public or municipal purposes.

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
Ordinance	Ordinance	4/4/2023
Routing forms	Cover Memo	4/11/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	4/4/2023 - 5:16 PM
Legal	Kern, Chris	Approved	4/6/2023 - 11:40 AM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:33 PM

AN ORDINANCE DEEMING CERTAIN PROPERTY NOT NOW NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES AND AUTHORIZING THE CONVEYANCE THEREOF

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

SECTION ONE: It is hereby found and determined by the City Council of the City of Mobile, Alabama, that the real property hereinafter described is not now needed for public or municipal purposes and that it is in the best interest of the City of Mobile and in the public interest that said property be conveyed to Mobile County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama.

SEE ATTACHED EXHIBIT 'A'

SECTION TWO: The Mayor and the City Clerk are hereby authorized and directed to execute and attest, respectively, for and in the name of and on behalf of the City of Mobile, the documents associated with the conveyance of the property shown above.

SECTION THREE: Said documents are by reference made a part of this Ordinance as fully as if set forth herein and a copy of such will be on file in the office of the City Clerk of the City of Mobile, 9th Floor, Government Plaza, 205 Government Street, Mobile, Alabama.

SECTION FOUR: The Mayor and City Clerk are also hereby authorized and directed to execute and attest, respectively, for and in the name and on behalf of the City of Mobile, the deed for the property shown above, when said deed is prepared.

SECTION FIVE: The Deputy Director of REAM of the City of Mobile is hereby authorized and directed to negotiate, and to execute for and in the name and on behalf of the City of Mobile, whatever supporting documents, instruments, affidavits, closing statements, or other ancillary forms necessary to complete the conveyance of said property.

SECTION SIX: This Ordinance shall be in full force and effect from and after its adoption and publication as required by law.

Adopted:

_____

City Clerk

EXHIBIT "A"

STATE OF ALABAMA)
COUNTY OF MOBILE)

Parcel 1

Beginning at a recovered crimp top iron marking the Northwest corner of Lot 1, Farley Subdivision, as recorded in Map Book 21, Page 110, Probate Court Records, Mobile County, Alabama, run South 41*-11'—55"East and along the North line of said Lot 1, a distance of 242.73 feet to a recovered iron rebar; thence South 36*-13'-47"West and along the Eastern line of said Lot 1 and the Western line of L & N Railroad (right—of—way varies), a distance of 61.53 feet; thence South 35*-48'-56"West and along said Western right—of—way line, 109.48 feet to the PC of a 8586.20 foot radius curve to the West; thence Southwardly and Westwardly along the arc of said curve (chord bears South 35*-45'-22"West, 125.49 feet), a distance of 125.49 feet to a point on the Northern right—of—way of Lloyd Station Road (60 foot right—of—way); thence North 44*-07'-10"West and along said Northern right—of—way line, 206.86 feet; thence North 89*-58'-46"West and along said Northern right—of—way line, 2.83 feet to the Southeast intersection of Lloyd Station Road and Lloyd Station Road (60 foot right—of—way); thence North 29*-28'-15"East and along the East line of said Lloyd Station Road right—of—way and the West line of said Lot 1, Farley Subdivision, 315.16 feet to the Point of Beginning. All of said Lot 1, Farley Subdivision being a portion of the above described parcel.

Parcel 2

Commencing at the Northeast corner of the Northwest Quarter of Section 13, Township 5 South, Range 2 West, Mobile County, Alabama, run South 00*-45'-03" West, a distance of 30.00 feet to a recovered rod and cap (Rowe) marking the South right—of—way line of Lloyd Station Road (60 foot right—of—way); thence South 89*-58'-46"East and along the South line of said right—of—way, 947.14 feet to a recovered rod and cap (Rowe) and the PC of a 65.65 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 65"-52'-32"East, 47.80 feet), a distance of 48.93 feet; thence South 44*-07'-10"East and along the South right—of—way line of said Lloyd Station Road, 14.54 feet to a recovered rod and cap and the Point of Beginning of the property herein described; thence continue South 44*-07'-10"East and along said South right—of—way line, 234.73 feet to a point on the Western right—of—way line of L & N Railroad (right—of—way varies), said point being in the arc of an 8586.20 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 29'-42'-43" West, 359.62 feet), a distance of 359.72 feet; thence departing said Western right—of—way line, run South 89*-13'-22"East, 90.92 feet; thence South 28*-46'-51"West, 1607.38 feet; thence South 00*-45'-03"West, 162.01 feet to a point on the Western right—of—way line of said L & N Railroad; thence South 28*-42'-46"West and along said Western right—of—way line, 7.72 feet; thence North 67*—53'-45"West, 177.45 feet to a point on the Eastern line of a 50 foot Alabama Power easement; thence North 28*-46'-09"East and along said East line, 2490.86 feet to the Point of Beginning.

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

REQUEST TO:

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO MOBILE COUNTY, ALABAMA, A BODY CORPORATE AND POLITIC AND A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA.**

I. Property Address: Vacant land south of Lloyd Station Road, 36693, County Revenue Commission Key Numbers 1912568,1912559, & 1072074

City Council District; Zoning: District 4, Councilmember: Ben Reynolds; R-1

Sale or Lease: Land Conveyance

II. Acquisitions by City:

- How: Donated to the City of Mobile by an out of state family. It is a portion of an abandoned Mobile & Bayshore Railroad line.
- When: February 19th, 1992
- Special Circumstances (if applicable): N/A.

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

I. Property Address: Vacant land south of Lloyd Station Road, 36693 . County Revenue Commission Key Numbers 1912568,1912559, & 1072074.

I.

City Council District and Zoning: R-1, District 4, Councilmember: Ben Reynolds

Sale or Lease: Land Conveyance

Buyer or Lessee: Mobile County, Alabama, a body corporate and politic and a political subdivision of the State of Alabama

II. Date of City Council Resolution Assenting to Sale or Lease: **Upon approval of Ordinance for Disposition**

III. Advertisements: **N/A**

- Dates: _____
- Methods: ____ City Website ____ For Sale sign posted
  ____ Listed with brokers ____ Other (explain)

III. New Lease (if applicable) **N/A**

- Term _____
- Rent _____
- Options to renew _____

IV. Method of Sale:

_____Sale by Realtor _____Request for Proposals
_____Request for Bids _____Negotiation
_____Exchange (explain, including Party, Property)_____
_____Adjacent Property Owner / Sidelot
_____Sale for Less than Fair Market Value
____ Public Purpose (see V below)
__x_ **OTHER (explain):**

1. **DECLARE CITY OF MOBILE PROPERTY SURPLUS AND,**
2. **CONVEY REAL PROPERTY TO MOBILE COUNTY, ALABAMA, A BODY CORPORATE AND POLITIC AND A POLITICAL SUBDIVISION OF THE STATE OF ALABAMA.**

V. Fair Market Value:_____N/A - **$0**

How Determined: ____ MAI Appraisal; Date of Appraisal _____

____Appraisal ordered by: ☐ CITY or ☐ PURCHASER
____ Tax Assessor; _____
____ Broker's Letter of Value
____ Other; _____

V. Sale/Lease for Public Purpose identified:

____ Non-profit (name & purpose) _____

_____

____ Public Entity (name & purpose) _____

VI. Notice given to adjacent property owners: ____ Yes ____ No

If yes, date of notice: _____

VII. Competing offers: _____Yes; (Explain)_____

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/11/2023

Funding Source

Project # 1162 Fry Street - ME-180-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1162 Fry Street	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/6/2023 - 10:42 AM
City Clerk	Gauthier, Lana	Approved	4/6/2023 - 2:28 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1162 FRY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1162 FRY STREET** described as:

COMG NW COR FRY & DUNHAM STS TH WLY 248 FT(S) TO BEG TH CONT WLY 50 FT TH NLY 116.5 FT TH ELY 50 FT TH SLY 116.5 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 236

Last Assessed to: COOPER CHARLES DEANGELO

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 11, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1162 FRY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **COOPER CHARLES DEANGELO** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 236
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

1162 FRY ST

Property Details

PARCEL KEYX	00949111	LOCAL HISTORIC REGISTRY	Oakleigh Garden
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	
BLIGHT ZONE	SOUTH OAKLAIGH TEXAS HILL	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	~~N~~ Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-04	COMMENTS	

Property Score

SCORE ~~31~~ 57

SCORE DISCRIPTION ~~Stabilize~~ Blight Review

Notes

TC

Active

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 10-24-22

Voted 4 to 1 for Demolition (Historic abstain for Secure)

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/14/2023

Property Address: 1162 Fry Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023

Affidavit of Mailed Notice

April 5, 2023

State of Alabama
County of Mobile

Subject Property – 1162 Fry Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Charles DeAngelo Cooper
7681 Creekwood Drive
Mobile, AL 36695-4063

February 15, 2023

RE: **1162 Fry Street**
Project Number: ME-180-22

Dear Charles DeAngelo Cooper:

On February 14, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1162 Fry Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMG NW COR FRY & DUNHAM STS TH WLY 248 FT(S) TO BEG TH CONT WLY 50 FT TH NLY 116.5 FT TH ELY 50 FT TH SLY 116.5 FT TO POB BEING PT GRT SEC 38 T4S R1W #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 236

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 1, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 1, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 1, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 1, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 11 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

UPDATE

RE: 1162 Fry Street Date: January 2, 2023

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 2, 2022

Per the Title Report, the owners are: Charles DeAngelo Cooper

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Charles DeAngelo Cooper 7681 Creekwood Dr Mobile, AL 36695-4063	Heirs-at-Law of past owner Willie Abe Cooper (DOD: 1/1/1999) deeded to Charles DeAngelo Cooper, recorded 11.5.2020, inst. # 2020068085. Phone number 251-610-9097
2 Charles DeAngelo Cooper 1162 Fry St Mobile, AL 36604-2923	Owner / Subject Property

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

3 Capital One Bank (USA), N.A. C/O Nathan John Harrington P.O. Box 1715 Birmingham, AL 35201	JGMT: Capital One (USA), N.A. vs. Charles D. Cooper, recorded 6/7/13, inst. # 2013034148

Open Mortgages: NONE

Lis Pendens:

Lis Pendens: City of Mobile vs Willie A Cooper recorded 12/22/2020 instrument number 20200077519

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/11/2023

Funding Source

Project # 217 Norman Street - ME-159-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 217 Norman Street	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	4/6/2023 - 10:45 AM
City Clerk	Gauthier, Lana	Approved	4/6/2023 - 2:28 PM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **217 NORMAN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, 13 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **217 NORMAN STREET** described as:

COMG AT PT AT SW COR NORMAN & LOLA (SOMETIMES CALLED CAMP) STS THEN RUN SLY ALG W/L NORMAN ST 36.5 FT TO PT THEN WLY 127 FT TO PT THEN NLY 30 FT TO PT THEN ELY 127 FT TO BEG BEING LOT 1 LOUIS TOUART SUBDIV DBK 90 P 291 BEING ON S/S LOLA ST #SEC 40 T6S R1E #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 235

Last Assessed to: NEWBY SOPHIA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 11, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **217 NORMAN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **NEWBY SOPHIA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 40 0 007 235
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey 2022

Report Date: Friday, May 13, 2022

Property Address

217 NORMAN ST

Property Details

PARCEL KEYX	00750271	LOCAL HISTORIC REGISTRY	
PROPERTY STATUS	Active	NATIONAL HISTORIC REGISTRY	Campground
BLIGHT ZONE		COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	Y	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMRROMISED	N
SURVEY DATE	2022-04-11	COMMENTS	

Property Score

SCORE ~~42~~ 62

SCORE DISCRIPTION Review Committee

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☐

APPROVAL DATE 9-12-22

Voted 5-0-1 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 01/30/2023

Property Address: 217 Norman Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☒13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023


APR 04 2023

Affidavit of Mailed Notice

April 5, 2023

State of Alabama
County of Mobile

Subject Property – 217 Norman Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Sophia Newby
601 Charleston Street
Mobile, AL 36603-1806

February 15, 2023

RE: **217 Norman Street**
Project Number: ME-159-22

Dear Sophia Newby:

On January 30, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 217 Norman Street.

I. **PROPERTY** The legal description of the Property is as follows:

COMG AT PT AT SW COR NORMAN & LOLA (SOMETIMES CALLED CAMP) STS THEN RUN SLY ALG W/L NORMAN ST 36.5 FT TO PT THEN WLY 127 FT TO PT THEN NLY 30 FT TO PT THEN ELY 127 FT TO BEG BEING LOT 1 LOUIS TOUART SUBDIV DBK 90 P 291 BEING ON S/S LOLA ST #SEC 40 T6S R1E #MP29 06 40 0 007

Parcel Number: 29 06 40 0 007 235

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 1, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 1, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 1, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 1, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 11 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 217 Norman Street Date: December 9, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: October 3, 2022

Per the Title Report, the owner is: Sophia Newby

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sophia Newby 601 Charleston St Mobile AL 36603-1806	Owner Phone number 251-623-4360
2	Sophia Newby 217 Norman St Mobile AL 36603-5425	Subject Address

TAX STATUS: CURRENT 2021 PAID

Parties with recorded liens per Title Report:

3	Gulfinance c/o Richard Cary Dean PO BOX 1028 Montgomery AL 36101	Judgement – Gulfinance vs Sophia Newby Recorded 8/14/2018 instrument number 2018047661

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Mayor William Stimpson - District 6

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

4/11/2023

Funding Source

Project # 2209 Largo Avenue - ME-189-22 **Discretionary Funds** N/A

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

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

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

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 2209 Largo Avenue	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	4/6/2023 - 1:28 PM

RESOLUTION

Sponsored by: Mayor William Stimpson – District 6

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **2209 LARGO AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8, and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **2209 LARGO AVENUE** described as:

LOT 18 CLAREMONT SUB REC IN MBK 8 P 306 (2209 LARGO AVE #SEC 04 T5S R2W #MP33 02 04 2 001

Parcel Number: 33 02 04 2 001 005

Last Assessed to: GELPEY ROGER L C/O GELPEY ROGER L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

April 3, 2023

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 11, 2023.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **2209 LARGO AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **GELPEY ROGER L C/O GELPEY ROGER L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 33 02 04 2 001 005
COUNCIL DISTRICT 6 – MAYOR WILLIAM STIMPSON
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

2209 Largo Avenue

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	~~N~~ Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	N	Foundation Compromised	N
Survey Date	10-27-22	Comments	

Property Score			
Score	55	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-7-22

Voted 5 to 0 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/07/2023

Property Address: 2209 Largo Drive **District No:** 6

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


2023/04/04


Hello?


2021/04/04


2023/04/04


2023/04/04


1175
2023/04/04


2023/04/04




2023/04/04


2023/04/04

Affidavit of Mailed Notice

April 5, 2023

State of Alabama
County of Mobile

Subject Property – 2209 Largo Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 4 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Kevin Watson
2213 Largo Avenue
Mobile, AL 36609-2752

February 15, 2023

RE: **2209 Largo Drive**
Project Number: ME-180-22

Dear Kevin Watson:

On February 7, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 2209 Largo Drive.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 18 CLAREMONT SUB REC IN MBK 8 P 306 (2209 LARGO AVE #SEC 04 T5S R2W #MP33 02 04 2 001

Parcel Number: 33 02 04 2 001 005

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **April 1, 2023,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **April 1, 2023,** provide the Code Official with a work plan to accomplish the repairs by **April 1, 2023,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **April 1, 2023,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 11 2023 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 2209 Largo Avenue Date: December 1, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 12, 2022

Per the Title Report, the owner is: Kevin Watson / Roger Gelpey Tax Deed Interest

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Kevin Watson 2213 Largo Ave Mobile AL 36609-2752	Owner Phone number 850-556-6020
2	Owner 2209 Largo Ave Mobile AL 36609-2752	Subject Address
3	Mary J Watson 6609 Omaha Trl Tallahassee FL 32309-1740	Sister Phone number 850-556-3884

TAX STATUS: 2018 TAX DEED

4	Roger L Gelpey 40 River St Apt B Danvers MA 01923-3333	Phone number 978-774-6628 Phone number 978-815-3466

Parties with recorded liens per Title Report:

Weed Lien City of Mobile vs Roger Gelpey recorded 7/19/2022 instrument number 2022048258

Open Mortgages: NONE

Lis Pendens: NONE

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/6/2023 - 1:00 PM

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **7** described in the resolution adopted on the **7th** day of **March 2023**, have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **7**, as described in the resolution adopted on the **7th** day of **March, 2023**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1641** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

58-247 **2023**

A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES.

WHEREAS, a survey has been made to determine the properties upon which or in front of which noxious or dangerous weeds are growing and the agents or employees of the City of Mobile have obtained the legal description of parcels of property in the City of Mobile upon which or in front of which such weeds are growing, and it has been determined to follow the provisions of Act No. 329 of the Legislature of the State of Alabama, approved on April 28, 1988, and to have caused such weeds to be cut or otherwise abated as public nuisances:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE AS FOLLOWS:

SECTION 1: It has been determined by the City Council of Mobile that the weeds growing on the privately owned lots or parcels of land described in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part thereof as though set forth in full, known as **Group #1641** under the caption "NOXIOUS OR DANGEROUS WEEDS GROWING ON PROPERTY," are noxious and dangerous, and such weeds are hereby declared to be public nuisances. The properties upon which such weeds are growing are all located within the corporate limits of the City of Mobile, about the streets referred to in the description which are more particularly described in said Exhibit "A."

SECTION 2: The weeds growing on or in front of the above-described parcels of property shall be abated by the removal of such noxious or dangerous weeds or they will be removed and the nuisances abated by the City of Mobile, in which case the cost of such removal will be assessed against the respective parcels of lands from which such weeds are removed, and such cost will constitute a lien upon such respective parcels of land until paid. A public meeting is hereby called to be held in the Auditorium of the Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on the **7th day of March 2023**, at ten thirty a.m., for the purpose of hearing any objections to the declarations contained in this resolution and to the proposed removal of such weeds, at which time all objections will be heard and given due consideration by the City Council of Mobile; and it is directed that there shall be conspicuously posted in front of each parcel of property, a notice headed "NOTICE TO DESTROY WEEDS," such heading to be in words not less than one inch in height and substantially in the form set out in such Act No. 329, approved April 29, 1988.

Adopted: MAR - 7 2023

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **March 2, 2023**

SUBJECT: WEED LIEN GROUP **1641**

Attached, please find Assessment Lists for Weed Lien Group Number **1641** to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION): 3/7/2023

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING): 4/11/2023

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

NUISANCE PHOTOS (DATED): 3/9/2023

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER: 3/16/2023

LEGAL NOTICE ADS: 3/22/2023-3/29/2023

POSTING DATE: 4/4/2023

Copy to: Marchetta Taite

	WEED LIEN	
	1641	Res. No.
3/7/2023	LOTS TO BE DECLARED	58-
4/11/2023	LOTS FOR PUBLIC HEARING	58-
//2023	LOTS TO BE ASSESSED FOR COST	58-

		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	414 Chin St	22735	23654		2	
2	469 Chin St	23116	23655		2	
3	360 Chin St	23132	23656		2	
4	424 Chin St	23126	23657		2	
5	461 Chin St	23121	23658		2	
6	1001 Jakes Lane	23032	23659		2	
7	1066 Woods Lane	23142	23660		2	
8	913 Cherry St	23138	23661		2	
9	913 Jakes Lane	23029	23663		2	
10	1154 Newman Lane	28029	23664		2	
11	905 James Lane	23024	23665		2	
12	760 Center St	23213	23666		2	
13	0 Center St	23220	23667		2	
	Par. No. (22 08 44 0 019 308.XXX)					
14	0 Center St	27656	23669		2	
	Par. No. (22 08 44 0 019 308.XXX)					
15	700 Whitney St	23314	23670		2	
16	5474 Inn Rd/Tillmans Corner Pk Co	13365	23673		5	
17	917 Jakes Lane	23031	23675		2	
18	264 Crenshaw St	29293	23829		1	
19	1561 Kellogs St	23485	23830		3	
				$ -		

District total for this group	
1	1
2	16
3	1
4	0
5	1
6	0
7	0
	19

0

*ADD Added in from other Groups

*CBO Cut By Owner

*N/A Taken out by Inspector

Gary Jackson

Marchetta Tate 3-2-23

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Marc Vassallo

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
Resolution	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Service	Gauthier, Lana	Approved	4/6/2023 - 1:30 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **April – Ashley Adams (Employee # 18638 – Public Services)**

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

Adopted:

_____

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **April 2023 – Trevor Taite (Employee #14187) Public Works at Large (Facilities Maintenance Department)**

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

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Deputy Executive Director of Public Works Shonnda R. Smith

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Recognizing employee of the month for April, Shurqonda West with the Seniors & Therapeutics Division in the Parks and Recreation Department.

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Shurqonda West - MPRD April 2023 Employee of the Month - Resolution	Cover Memo	3/22/2023

REVIEWERS:

Department Reviewer		Action	Date
Parks and Recreation	Gauthier, Lana	Approved	4/6/2023 - 1:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

- **Date April 11, 2023 – Name: Shurqonda West (Employee #14366) Parks & Recreation (Seniors & Therapeutics Division)**

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

Adopted:

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE STAFF APPRECIATION LUNCHEON ON FRIDAY, MAY 5, 2023.

Amount of Contract:

$1,000.00

Funding Source

Project # DSC-01/10041020/42140 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - JUST 4 DEVELOPMENT LAB	Cover Memo	3/31/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	3/31/2023 - 11:45 AM

60- 2023

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Just 4 Developmental Lab, from his discretionary funds*; and

WHEREAS, *Just 4 Developmental Lab,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Just 4 Developmental Lab will be used to assist with the Staff Appreciation Week luncheon on Friday, May 5, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Just 4 Developmental Lab for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 2023 ANNUAL BENEFIT LUNCHEON TO BE HELD ON THURSDAY, APRIL 27, 2023.

Amount of Contract:

$2,000.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - DEARBORN YOUNG MEN'S CHRISTIAN ASSOCIATION	Cover Memo	4/6/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Green, Vi	Approved	4/6/2023 - 12:23 PM

60- 2023

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

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to Dearborn Young Men's Christian Association, Inc., from his discretionary funds*; and

WHEREAS, Dearborn Young Men's Christian Association, Inc*.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Dearborn Young Men's Christian Association, Inc*., will be used to assist with the 2023 Annual Benefit Luncheon to be held on Thursday, April 27, 2023,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Dearborn Young Men's Christian Association, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:
Lisa C. Lambert, City Clerk

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
resolution	Cover Memo	4/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/7/2023 - 12:34 PM

27-413 2023

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

WHEREAS, a vacancy having occurred in Council District 6 as a result of Scott Jones having resigned his position as Council District 6 representative, effective April 4, 2023; and

WHEREAS, applicable law requires the vacancy to be filled by special election and requires the Council to set the date for the special election; and

WHEREAS, pursuant to the provisions of Section 11-44C-22, Code of Alabama, 1975, as amended, the special election must be held no later than 120 nor less than 60 days after the occurrence of the vacancy; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that:

1. The special election to fill the said vacancy shall be, and the same hereby is, set on the 25th day of July, 2023.
2. If necessary, a run-off election will be held on August 22, 2023.
3. The Mayor is authorized and directed to give notice of this special election pursuant to applicable law.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:
Lisa C. Lambert, City Clerk

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
resolution	Cover Memo	4/7/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	4/7/2023 - 12:37 PM

27-414 **2023**

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Lisa C. Lambert, City Clerk, shall be, and she hereby is, appointed as Acting Chief Executive Officer of the City of Mobile with regard to the forthcoming Special Municipal Election for Councilmember, District 6, scheduled for July 25, 2023, and she is to perform the duties delegated to the Mayor or Chief Executive Officer of the City.

BE IT FURTHER RESOLVED that, in the event of a Run-Off Election, the said Lisa C. Lambert, shall continue as the Acting Chief Executive Officer for the City of Mobile in the performance of the duties as Chief Executive Officer.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Attached is the resolution to accept Amendment #1 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning." The original grant agreement was signed in July 2020. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop resources for use in resiliency planning for in developers and private landowners, including a manual for LID use.
This amendment adds $510,000.00 RESTORE Act Bucket 3 funds to the award, for a new total of $3,599,593.00. Additional work will be completed including completion of the mapping work, including heavy lid survey, and creation of additional resources in our manual.

Amount of Contract:

N/A

Effective Date of Contract:

4/10/2023

Funding Source

Project # 2020-2045-7 State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning — **Discretionary Funds** N/A

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

Budget Amendment **REDUCE** N/A **INCREASE** $510,000

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

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	4/5/2023
Resolution	Resolution Letter	4/5/2023
Amendment 1	Backup Material	4/5/2023
Original Agreement and Resolution	Backup Material	4/5/2023

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	4/5/2023 - 5:06 PM
Accounting	Daniels, Bettye	Approved	4/6/2023 - 11:32 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:40 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:41 AM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:33 PM

April 5, 2023

Dear Councilmembers:

Attached is the resolution to accept Amendment #1 to subaward agreement for ADCNR Grant #: S1P15-MASM, project entitled “State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning.” The original grant agreement was signed in July 2020. The scope of the project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City, study repetitive flood loss areas, and develop resources for use in resiliency planning for in developers and private landowners, including a manual for LID use.

This amendment adds $510,000 RESTORE Act Bucket 3 funds to the award, for a new total of $3,599,593.00. Additional work will be completed including completion of the mapping work, including heavy lid survey, and creation of additional resources in our manual.

Please do not hesitate to contact me with any questions at 251.208.7199 or at jennifer.greene@cityofmobile.org.

Sincerely,

Jennifer Greene
Director of Programs and Project Management
Public Works

Sponsored by: Mayor William S. Stimpson

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Subaward Grant Agreement between the City of Mobile and the Alabama Department of Conservation and Natural Resources (ADCNR), or one worded substantially the same, for Amendment No. 1 of an existing grant for Mobile Area Storm Water Mapping & Resiliency Planning, and to take all actions necessary to effectuate said Agreement, as outlined in the Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Agreement is on file in the office of the City Clerk.

Adopted:

_____
City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Direct Component project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-01. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01, Mobile Area Storm Water Mapping & Resiliency Planning Amendment No. 1. This amendment executes the following suite of actions:

- This amendment adds federal funding in the amount of $510,000.00 for a total of $3,599,593.00 and extends the end date of the period of performance to 01/31/2025;
- A revised reporting schedule is attached to this amendment;
- Milestones revisions have been made in the Council's Program Information Platform for Ecosystem Restoration (PIPER) and are incorporated into this amendment by reference; and
- All other terms & conditions contained in the initial award remain in effect.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
   a. Federal Award Identification Number (FAIN): GNSSP20AL0002
   b. Federal Award Period of Performance: 10/01/2019 to 01/31/2025
   c. Total Amount of Federal Funds Obligated To Subrecipient: $3,485,000.00
   d. Subrecipient UEI: QV8KPHH9J8A3
   e. Total Amount of Federal Award: $3,599,593.00
   f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
   g. Pass-Through Entity & Awarding Official Contact Information:
      Alabama Department of Conservation and Natural Resources
      Commissioner Christopher M. Blankenship
      64 N. Union Street; Suite 468
      Montgomery, AL 36130
   h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"

i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million four hundred eighty-five thousand and xx/100 dollars ($3,485,000.00).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on October 1, 2019 and end on January 31, 2025.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties and end on January 31, 2025 (hereinafter "Agreement Term").

6. CLOSEOUT PROCEDURES: The closeout process is final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports adhering to the schedule developed by ADCNR.

7. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

8. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER

COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

9. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
   1. This Subaward Agreement;
   2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0002-01-01 and any RESTORE Council-specific Special Award Conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

_____
Christopher M. Blankenship, Commissioner

Date: _____

CITY OF MOBILE, A Municipal Corporation

By:_____ _____
Date:

Its:_____

ATTEST:

_____ _____
City Clerk **Date:**

AL-03/07/2023
Subrecipient Name: *City of Mobile, **UEI: QV8KPHH9J8A3***
Title of Grant Project: *State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	**UEI: QV8KPHH9J8A3**
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	03/07/2023
(v.)	Subaward Period of Performance Start and End Date;	This agreement shall commence when it is executed by both Parties and end on January 31, 2025.
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$3,485,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$3,485,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$3,485,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity.	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the UEI: WLNMNKHKF5T1 is $3,599,593.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET
MONTGOMERY, ALABAMA 36130

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

LEGAL SECTION

CHARLANNA W. SKAGGS
GENERAL COUNSEL

JENNIFER WEBER
DEPUTY GENERAL
COUNSEL

JULIANA T. DEAN
DEPUTY GENERAL
COUNSEL

RYAN CORLEY
ASSOCIATE COUNSEL

PHONE: 334/242-3165
FAX: 334/242-3167

July 31, 2020

MEMORANDUM

TO: Amy Hunter
DWH Restoration Coordinator

FROM: Juliana T. Dean JTD
Deputy General Counsel

RE: Subaward Grant Agreement
City of Mobile
Mobile Area Storm Water Mapping & Resiliency Planning

Please find attached a fully executed original of the above referenced agreement. We have retained a copy for our files.

JTD:jp

Attachment
cc: Accounting

The Department of Conservation and Natural Resources does not discriminate on the basis of race, color, religion, age, sex, national origin, disability, pregnancy, genetic information or veteran status in its hiring or employment practices nor in admission to, access to, or operations of its programs, services, or activities.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
64 NORTH UNION STREET, SUITE 468
MONTGOMERY, ALABAMA 36130
(334) 242-3486

KAY IVEY
GOVERNOR

CHRISTOPHER M. BLANKENSHIP
COMMISSIONER

EDWARD F. POOLOS
DEPUTY COMMISSIONER

July 29, 2020

To: Juliana Dean, Esq.

From: Amy Hunter, Ph.D.

RE: Subaward Execution
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

Dear Juliana:

Attached please find the Subaward Agreement between the Alabama Department of Conservation and Natural Resources and the City of Mobile. The purpose of this subaward is to provide the City of Mobile (Subrecipient) funds to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Please route for Commissioner Blankenship's signature at your earliest convenience. Should you have any questions or if I can be of assistance please do not hesitate to contact me.

Thank you,

Amy Hunter
DWH Restoration Coordinator

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31.493 2020

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, WHEREAS, the Mayor and City Clerk, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile in order to accept and receive federal funds in the amount of $3,000,000 from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) for implementation of the Spill Impact Component (Bucket 3) project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" from the State of Alabama Department of Conservation and Natural Resources.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept said grant and to sign any agreements or other documents in connection with the grant and to provide any information required by the Department of Treasury or State of Alabama Department of Conservation and Natural Resources or any other federal agency. The subaward agreement, together with the exhibits, shall be filed with the city clerk after award and execution.

Adopted: JUL 07 2020

City Clerk

STATE OF ALABAMA

ADCNR Grant #: S1P15-MASM

MONTGOMERY COUNTY

SUBAWARD GRANT AGREEMENT

THIS SUBAWARD GRANT AGREEMENT, ("Agreement") is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the City of Mobile (hereinafter "Subrecipient"). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter "Parties") agree as follows:

1. PROJECT PURPOSE AND IDENTITY: The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter "RESTORE Act") to Subrecipient for implementation of the RESTORE Act Spill Impact project titled "State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning" (hereinafter "Project"). The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984, further described in the Federal Award GNSSP20AL0002-01-00. This Agreement between the Parties will be identified by the "ADCNR Grant Number" set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

2. FEDERAL AWARD INFORMATION: The Project's Financial Assistance Award (hereinafter "Federal Award") in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:

    a. Federal Award Identification Number (FAIN): GNSSP20AL0002
    b. Federal Award Period of Performance: 10/01/2019-04/30/2023
    c. Total Amount of Federal Funds Obligated to Subrecipient: $3,000,000.00
    d. Subrecipient DUNS#: 010396687
    e. Total Amount of Federal Award: $3,089,593.00
    f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter "RESTORE Council")
    g. Pass-Through Entity & Awarding Official Contact Information:
        Alabama Department of Conservation and Natural Resources
        Commissioner Christopher M. Blankenship
        64 N. Union Street; Suite 468
        Montgomery, AL 36130
    h. CFDA Number & Name: CFDA# 87.052 "Spill Impact Component Project Grants"
    i. Indirect Cost Rate of Subrecipient: 0%

3. AGREEMENT FUNDING AMOUNT: ADCNR's funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of three million and xx/100 dollars (**$3,000,000.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on the April 16, 2020 and end on April 30, 2023.

5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties, and end on April 30, 2023 (hereinafter "Agreement Term").

6. APPLICABLE LAWS: Subrecipient shall perform and/or procure all Agreement Services in accordance with all applicable federal, state and local laws, codes, regulations, and ordinances, including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and RESTORE Regulations. In addition, Subrecipient shall procure all applicable federal, state, and local permits and pay all said fees. Subrecipient shall at all times maintain effective internal control providing reasonable assurance as to compliance with all requirements.

7. AGREEMENT SERVICES: Subrecipient hereby agrees, in proper sequence and in the time herein specified, to perform all tasks and to provide all the necessary labor, materials, equipment, services and facilities necessary to achieve Project completion and fulfill all terms of this Agreement in accordance with all requirements of the Federal Award, including, but not limited to, any RESTORE Council specific Special Award Conditions contained therein, and all applicable laws (hereinafter "Agreement Services"). Research and Development are not services funded under this subaward.

8. RELIANCE UPON SUBRECIPIENT: Subrecipient acknowledges and hereby accepts responsibility to stay current as to necessary compliance measures and that ADCNR is relying upon the Subrecipient to maintain compliance as to all requirements associated with performance under this Agreement including, but not limited to, all exhibits hereto, required certifications, and all applicable laws.

9. FUNDING AVAILABILITY/SOURCES: Subrecipient acknowledges and agrees the commencement and continuation of this Agreement, as well as any funding to be disbursed pursuant to this Agreement, is contingent on the availability of and actual receipt by ADCNR of the Federal Award funding designated for this Project.

10. ALLOWABLE COSTS:

    a. Costs allowed under this Agreement shall be determined in accordance with provisions of all applicable federal, state and local laws, regulations, and other requirements including, but not limited to, the following:
        i. Federal Award;
        ii. Special Award Conditions incorporated within the Federal Award;
        iii. 2 C.F.R. Part 200; and
        iv. 31 C.F.R. Part 34.

    b. Subrecipient agrees that any expenditure related to any type of lower tier contract or subaward support prior to both receipt of written approval from ADCNR and execution of a written agreement pursuant to Paragraph 23 of this Agreement may be disallowed at the sole discretion of ADCNR.

    c. Subrecipient shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Agreement Services. Subrecipient further agrees that no costs funded by such other sources constitute Allowable Costs.

    d. Subrecipient acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement are eligible for reimbursement pursuant to this Agreement, unless specifically authorized in writing by ADCNR.

    e. Subrecipient specifically agrees that Non-Federal Share funds, in the amount and as described in the Federal Award, will be used to complete the Project as described in the approved Scope of Work.

11. REIMBURSEMENT PAYMENTS: Invoices, with required supporting documentation detailing the Allowable Costs to be reimbursed in accordance with the Federal Award Subrecipient budget categories, shall be submitted to the following:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, AL 36527
Email: amy.hunter@dcnr.alabama.gov

The Subrecipient may invoice no more frequently than monthly for reimbursement of Allowable Costs. Subrecipient's final request for reimbursement of Allowable Costs under this Agreement must be received by ADCNR no later than thirty (30) days after the expiration of the Project Period. Subrecipient acknowledges that due to annual State of Alabama fiscal year closeout procedures, ADCNR is not able to process payments in the month of September. Accordingly, requests for payment not submitted to ADCNR on or before August 15 will not be processed prior to commencement of the closeout period. Requests for payment not received by deadlines set by ADCNR will not be eligible for reimbursement. While funding under this Agreement shall be on a reimbursement-only basis for Allowable Costs, if at any time any funds disbursed by ADCNR are for any reason not expended (or, for example, are returned/credited to Subrecipient subsequent to payment of an invoice), Subrecipient shall notify ADCNR and return such funds in such reasonable time and manner as may be reasonably specified by ADCNR. Prior to the submission of any cost documentation, the sub-recipient shall redact, in accordance with 2 CFR 200.82, all personal information except for Personally Identifiable Information (PII) that is required by law to be disclosed. See also 2 CFR 200.79.

ADCNR shall reimburse the Subrecipient only for allowable costs. ADCNR reserves the right to refuse to pay all or any part of requested funding if Subrecipient expends funds for unauthorized or ineligible purposes, or the expenditures constitute disallowed costs in any other way, including for any of the following reasons:
(1) the costs are not reasonable or necessary for completion of the scope of work; (2) the costs are ineligible for reimbursement; (3) the Subrecipient failed to comply with any term or conditions of this agreement; (4) the Subrecipient failed to perform the scope of work in accordance with this agreement; or (5) the Subrecipient failed to comply with applicable state, federal, or local laws and regulations.

Notwithstanding any other provision of this agreement, and notwithstanding the submission of any reimbursement request by the Subrecipient, ADCNR shall not pay more than 95% of the sub-award amount until such time as the Subrecipient has completed the work, submitted final reporting, and submitted a written certification to ADCNR that the scope of work was completed in accordance with the terms and conditions of this agreement, that no additional amounts are owed, and that no additional reimbursement requests will be submitted.

12. FINAL PAYMENT: Notwithstanding any other provision of this Agreement, and notwithstanding the submission of any Reimbursement Request by Subrecipient, ADCNR shall withhold an amount equal to five-percent (5%) of the Funds until such time as Subrecipient has completed the Work, submitted the Final Report, as defined below, required pursuant to this section, and received ADCNR's written approval of such Final Report. ADCNR shall either approve the final report or notify Subrecipient of why it has not been approved in writing within forty-five (45) days of the submission of the final report. Within forty-five (45) days after ADCNR's written approval of such Final Report, ADCNR shall disburse to Subrecipient all or such portion of the five-percent (5%) holdback as is properly payable to Subrecipient for Work performed under this Agreement. However, if ADCNR is satisfied that the Project is proceeding on schedule and on budget, ADCNR (acting in its sole discretion) may reduce the holdback from five-percent (5%) and disburse Funds to Recipient to pay for the costs of Work in advance of completion of the Work and submission of Final Report.

When Subrecipient has performed all the Work, sub-recipient shall transmit to ADCNR a comprehensive report on the Work, along with the corresponding results (the "Final Report"). As appropriate, the Final Report should

include copies of any publications, press releases, and other documents, materials, and products developed as part of the Project, including, without limitation, photographs, video footage, and other electronic representations of the Project and Work. The Final Report shall be provided by Subrecipient to ADCNR within forty-five (45) days of Project completion. Upon approval of Final Reports, ADCNR will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, the Subrecipient shall execute and deliver to ADCNR a release of all claims, on a form provided by ADCNR, against ADCNR arising under, or by virtue of, this Agreement. Unless otherwise provided in the Agreement, by state law, or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of ADCNR 's claims against the sub-recipient or its sureties under this Agreement.

SUBMISSION OF REPORTS/INFORMATION: Subrecipient understands and acknowledges that ADCNR must meet several requirements set forth in the Federal Award and any RESTORE Council specific Special Award Conditions related to reporting. Furthermore, Subrecipient acknowledges that ADCNR is specifically relying upon Subrecipient to be familiar with these requirements and any subsequent updates or revisions to these requirements. Subrecipient shall provide accurate and timely information to ADCNR, as necessary, for ADCNR to remain in compliance with all said requirements of the Federal Award and applicable laws and regulations. Accordingly, Subrecipient agrees to provide the following information, and any additional information as may be deemed necessary by ADCNR:

a. Reporting:

(1) The Subrecipient shall provide required progress reports as determined by ADCNR. The form and format shall be prescribed by ADCNR.

(2) The final report must provide ADCNR with a summary financial and performance report related to the Project expenditures and confirmation of Project completion including, but not limited to, supporting documentation detailing the Allowable Costs for the expenditures and other documents needed to be maintained by ADCNR for purposes of recordkeeping and potential audit compliance.

b. Submission: All reports shall be sent to the e-mail address listed below:

Mobile_County-_Implementing_Storm_Water.Subrecipient_Submissions@docs.e-builder.net

c. Format: Subrecipient shall provide reports generated or compiled within the scope of this Agreement specified herein in digital format or other format as may be specified by ADCNR.

13. RECORDS RETENTION/ACCESS/AUDITS: Subrecipient shall maintain detailed records sufficient to account for the receipt, obligation, and expenditure of grant funds (including, if applicable and allowed, records related to tracking program income). Accordingly, Subrecipient agrees as follows:

a. Record Retention: Subrecipient shall maintain (and require all subrecipients and contractors to maintain) records and accounts associated with this Agreement, including, but not limited to, property, personnel and financial records, in accordance with ADCNR's records retention policy and 2 C.F.R. §200.333, as well as all other applicable federal, state and local requirements, the Federal Award and any RESTORE Council specific Special Award Conditions. Such records will be made available to all entities listed below in Paragraph 14(b) and shall be retained for a minimum of three (3) years after expiration of this Agreement, unless ADCNR grants permission in writing to destroy. However, Subrecipient agrees that it is responsible for being familiar with all such retention requirements and maintaining records for periods longer than this 3-year minimum, as applicable.

b. Access: The RESTORE Council, ADCNR, the Alabama Examiners of Public Accounts, or any of their duly authorized representatives shall have timely and unrestricted access during normal business hours to any pertinent books, documents, papers, and records (including electronic records) of the Subrecipient and its agents, subrecipients and contractors in order to make audits, inspections, financial reviews, excerpts, transcripts and other examinations as directed by law (and to make copies of such). In addition, such rights to access shall include timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such records.

c. Audit Requirements: Subrecipient shall follow all audit requirements under the Federal Award and this Agreement and applicable federal, state, and local laws. Subrecipient shall also ensure applicable lower tier compliance as addressed in Section 23.

d. Survival: The provisions of this Paragraph 14 survive the Agreement Term and remain a continuing obligation of Subrecipient.

14. POLITICAL ACTIVITY: Subrecipient shall comply with all provisions of the Hatch Act (5 U.S.C. §1501 et seq.), as applicable, which limits political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

15. LOBBYING ACTIVITY:

a. Compliance: Subrecipient shall comply with all applicable federal, state, and local laws related to lobbying activities including, but not limited to, the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352). Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors as addressed in Section 23.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that no federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an 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.

c. Lower Tier Certification: Subrecipient further agrees to include the certification required pursuant to Paragraph 16(b) in all applicable lower tier agreements.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities

16. FRAUD/WASTE/ABUSE: Subrecipient shall immediately report to ADCNR as well as the RESTORE Council Inspector General in accordance with 31 C.F.R. §34.803(a), any indication of fraud, waste, abuse, or potential criminal activity associated with any activity or expenditure of funds related to this Agreement.

17. CONFLICTS OF INTEREST: Subrecipient by its signature, certifies to the best of its knowledge and belief, no conflict of interest (or appearance of conflict), either personal or organizational, in any manner existed or now exists which has, has had, or may have any effect on this Agreement or any activity/expenditure associated with this Agreement. By execution of this Agreement, Subrecipient certifies that a conflicts of interest policy consistent with 2 C.F.R. § 200.318 covering each activity associated with or funded pursuant to this Agreement

is currently in effect and at all times will remain in effect during the Agreement Term. In the event Subrecipient subsequently cannot maintain this certification during the Agreement Term, Subrecipient shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

18. ENVIRONMENTAL COMPLIANCE: Subrecipient shall comply with all applicable federal, state and local environmental laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award. Subrecipient further agrees that it is responsible for including all environment requirements set forth below pursuant to the Special Award Conditions incorporated within the Federal Award in all lower tier agreements and for ensuring lower tier compliance. If Subrecipient becomes aware of any potential impact on the environment not approved pursuant to the Federal Award, Subrecipient shall within a reasonable time as allowed by law notify ADCNR and suspend activities related to such potential impact until Subrecipient receives written approval from ADCNR to resume such activities.

    a. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
    b. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
    c. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738.
    d. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
    e. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
    f. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
    g. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
    h. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
    i. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)
    j. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
    k. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
    l. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C.§1801)
    m. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
    n. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
    o. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
    p. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
    q. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C.§§ 1431—1445)
    r. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
    s. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
    t. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
    u. Floodplain Management, EO 11988, as amended by EO 13690 and, Protection of Wetlands, EO 11990, May 24,1977, as amended by EO 12608
    v. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
    w. Coral Reef Protection, EO 13089Invasive Species, EO 13112
    x. Invasive Species, EP 13112
    y. Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.)
    z. Nonindigenous Aquatic Nuisance Prevention Act, as amended (16 U.S.C. § 4701 et seq.)

19. FEDERAL PROVISIONS: This Agreement relies on Federal funds; therefore, the following terms and conditions apply, in addition to others provided in this Agreement.

a. Equal Employment Opportunity: Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). The foregoing is applicable, except as otherwise provided under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

b. Davis-Bacon Act: The Davis Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5, applies to grants awarded by RESTORE Council under the RESTORE Act in two situations: (1) for a construction project if it is for the construction of a project that can be defined as a "treatment works" in 33 U.S.C 1292; and (2) for a construction project regardless of whether it is a "treatment works" project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. Under this Act, contractors and subcontractors performing work on federally-funded or assisted contracts in excess of $2,000.00 for construction, alteration, or repair or public works must pay their laborers and mechanics employed under the Contract no less than the locally prevailing wages and fringe benefits of corresponding work on similar projects in the area.

c. Copeland "Anti-kickback" Act: The Copeland "Anti-kickback" Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). This Act is applicable to contracts awarded by a non-Federal entity in excess of $100,000.00 that involve employment of mechanics or laborers. Under this Act, contractors and subrecipients are prohibited from inducing by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

d. Contract Work Hours and Safety Standard Act Section 103 and 107 of the Agreement Work Hours and Safety Standard Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR part 5). Applicable to construction contracts awarded by Contracts and subcontractors in excess of $2,000.00, and in excess of $2,500.00 for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

e. Rights to Inventions Made Under a Contract or Agreement 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or Subrecipient must comply with the requirements of 37 CFR 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

f. Compliance with Office of Management and Budget Circulars. As applicable, Contractors shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

g. If the Subrecipient, with the funds authorized by this Agreement, seeks to procure goods or services, in compliance with 2 CFR 200.321, the Subrecipient shall take affirmative steps to assure that minority business enterprises, women's business enterprises, and labor surplus area firms are used when possible.

20. OTHER COMPLIANCE: Subrecipient shall comply, and ensure lower tier compliance, with all applicable federal, state and local laws, regulations and policies including, but not limited to, all requirements set forth below and more fully described within the Federal Award and Special Award Conditions incorporated within the Federal Award and any RESTORE Council specific Special Award Conditions. In addition, Subrecipient shall assist ADCNR as to compliance with all such requirements.

    a. Foreign Travel: Subrecipient agrees that no travel outside the United States shall be permitted pursuant to this Agreement.

    b. Seat Belts: Pursuant to EO 130443, Subrecipient agrees to encourage employees and any contractors to enforce on-the-job seat belt policies and programs when operating any vehicles in connection with performance of activities associated with this Agreement.

    c. Research Involving Human Species: Subrecipient agrees that no research involving human subjects shall be permitted pursuant to this Agreement.

    d. Federal Employee Expenses: Subrecipient agrees that no funding pursuant to this Agreement shall be used to pay transportation, travel or other expenses for any employee of the federal government without prior written approval from ADCNR.

    e. Minority Serving Institutions: Subrecipient acknowledges the RESTORE's goal of meaningful participation of minority serving institutions ("MSIs") in its financial assistance programs and agrees to include such meaningful participation of MSIs as to Project activities when possible.

    f. Research Misconduct: Subrecipient agrees, to the extent at any time applicable, to abide by all provisions of the Federal Policy on Research Misconduct issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 FR 76260).

    g. Care and Use of Live Vertebrate Animals: Subrecipient agrees that no research involving vertebrate animals shall be permitted pursuant to this Agreement.

    h. Homeland Security Presidential Directive 12: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve routine physical access to a federally controlled facility or routine access to a federally controlled information system.

    i. Export-Controlled Items: Subrecipient acknowledges and agrees that its performance under this Agreement does not require or involve access to export-controlled items.

    j. Trafficking of Victims Protection Act Of 2000: Subrecipient agrees the award term set forth in 2 C.F.R. § 175.15(b) implementing provisions of the Trafficking Victims Protection Act of 2000 (22 U.S.C. §7104(g)), to extent applicable, is hereby incorporated into this Agreement.

    k. Federal Funding Accountability and Transparency Act Of 2006 (FFATA): Subrecipient shall comply and assist ADCNR as to compliance with all applicable requirements of FFATA, as amended (Pub. L. No 109-282, 31 U.S.C. §6101) associated with this Agreement.

    l. Certifications: Subrecipient shall execute, as applicable, and comply (and assist ADCNR as to compliance) with all certifications associated with this Agreement including, but not limited to, all certifications and requirements set forth in 31 C.F.R. §34.802, assurances (Forms SF-424B and SF-424D, or equivalent, as applicable), and any required RESTORE Council - specific certifications and/or other certifications as required by 2 C.F.R. Part 200.

m. To the extent equipment and products are authorized to be purchased pursuant to this Agreement, the Subrecipient is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided pursuant to this Agreement.

21. PROCUREMENT: Subrecipient shall conduct all procurement actions consistent with the Federal Award, Special Award Conditions incorporated within the Federal Award, and all applicable federal, state, and local requirements including, but not limited to, provisions of 2 C.F.R. Part 200.

22. DEBARMENT AND SUSPENSION:

a. Compliance: Subrecipient shall comply with provisions of 2 C.F.R. Part 180 "OMB Guides To Agencies on Governmentwide Debarment and Suspension (Non-procurement)," which generally prohibit entities, and their principals, that have been debarred, suspended, or voluntarily excluded from participating in Federal non-procurement transactions either through primary or lower tier covered transactions, and which sets forth the responsibilities of recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. Subrecipient further acknowledges and agrees it is responsible for ensuring compliance as to lower tier subrecipients and contractors. Pursuant to 31 C.F.R. Part 19, Subrecipient shall verify that its contractors (for contracts expected to equal or exceed $25,000), subcontractors (for subcontracts expected to equal or exceed $25,000), or principals that the subrecipient engages to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipient may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.

b. Certification: Subrecipient hereby certifies, by execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Project implementation or any aspect of the Agreement by any Federal department or agency.

c. Lower Tier Covered Transactions: The Subrecipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 CFR Part 19, Subpart B) that the award is subject to 31 C.F.R Part 19 and require a certification of compliance in covered lower tier transactions as may be required by the RESTORE Council.

d. Notification: If subsequent to execution of this Agreement, Subrecipient becomes aware of any information indicating any certification potentially is no longer accurate or indicating any potential non-compliance issue, it shall immediately notify ADCNR in writing. Subrecipient shall also immediately suspend any related expenditures/activities until the potential issue has been resolved to ADCNR's satisfaction and Subrecipient receives written approval from ADCNR to resume such expenditures/activities.

23. LOWER TIER SUBAWARDS/CONTRACTS: Subrecipient shall not enter into a lower tier subaward or contractual agreement associated with its performance under this Agreement without the prior written consent of ADCNR. Further, Subrecipient agrees and acknowledges that, unless otherwise approved in writing by the applicable RESTORE Council Grants Officer, all lower tier engagements shall be made in a manner to provide, to the maximum extent practicable, open and free competition in accordance with 2 C.F.R. §200.317-26, in addition to all other applicable federal, state, and local requirements. No expenditure of funds associated with this Agreement shall be made prior to full execution of a written, legally binding agreement extending to the approved subrecipient/contractor all applicable requirements associated with this Agreement. As to all lower tier awards and activities, Subrecipient agrees that it is responsible for ensuring compliance under all applicable federal, state, and local laws including, but not limited to, all requirements of 2 C.F.R 200, the Federal Award, and Special Award Conditions incorporated within the Federal Award, and any RESTORE Council specific Special Award Conditions.

24. MINORITY/WOMEN BUSINESSES: As applicable, when contracting, Subrecipient must take all necessary affirmative steps, as set forth in 2 C.F.R. § 200.321(b), to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. This provision applies to all lower-tier transactions.

25. LOWER TIER SUBAWARD/CONTRACT NOTICE: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, Subrecipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

"Applicants or bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a RESTORE Council official) are subject to 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)." In addition, applicants or bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to relevant statutes, including among others, the provisions of 31 U.S.C. 1352, as well as the common rule, "New Restrictions on Lobbying," published at 55 FR 6736 (February 26, 1990), including definitions, and the Office of Management and Budget "Governmentwide Guidance for New Restrictions on Lobbying," and notices published at 54 FR 52306 (December 20, 1989), 55 FR 24540 (June 15, 1990), 57 FR 1772 (January 15, 1992), and 61 FR 1412 (January 19, 1996)."

26. LOWER TIER AGREEMENT PROVISIONS: In the event ADCNR approves Subrecipient engaging a lower tier subrecipient and/or contractor pursuant to Paragraph 23, all resulting subawards and contracts made by the Subrecipient must contain, as applicable, provisions required pursuant to 2 C.F.R. Appendix II to part 200, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards," the Federal Award, the Special Award Conditions incorporated within the Federal Award, and all other federal, state, or local laws.

27. DRUG FREE WORKPLACE: Subrecipient shall comply with all provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S § 8102), and RESTORE Council implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

28. PROPERTY RIGHTS AND STANDARDS: The provisions of Section 200.310-200.316, OMB Uniform Guidance (2 CFR 200) apply to Federal property rights and the acquisition of real property, equipment, supplies and intangible property to the extent authorized by this Agreement.

29. PRESS/EVENTS: Subrecipient shall notify ADCNR of the location, date, and time of any press conferences, press releases, media events, etc., related to this Project at least five (5) working days prior to the scheduled event or release.

30. PUBLICATIONS/VIDEOS/SIGNAGE/ACKNOWLEDGMENT: Subrecipient agrees to the following:

    a. Subrecipient shall submit copies of all publicly-disseminated materials including, but not limited to, print, recorded, or Internet materials to ADCNR.

    b. When releasing information related to the Project, Subrecipient shall include a statement that the project or effort undertaken has been sponsored by the "The RESTORE Council in cooperation with the State of Alabama Department of Conservation and Natural Resources."

    c. Any signage to be produced pursuant to this Agreement must have prior written approval of ADCNR and shall contain language required by the Special Award Conditions incorporated within the Federal Award and ADCNR.

d. Unless otherwise approved by ADCNR in writing, any material disseminated to the public based on, developed under, or otherwise produced pursuant to this Agreement (except scientific articles or papers appearing in scientific, technical, or professional journals) shall contain the following disclaimer:
"This project was paid for [in part] with federal funding from the RESTORE Council under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act)." Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: "The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the RESTORE Council or ADCNR."

31. INDEMNIFICATION:

a. To the extent legally enforceable, the Subrecipient (hereinafter at times referenced in this paragraph as "the Indemnitor") agrees to protect, defend, indemnify, save, and hold harmless the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants employees, and volunteers of each (hereinafter at times referenced in this paragraph collectively as "the Indemnitees"), from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any negligent act or omission of the Subrecipient, and the Subrecipient's agents, servants, employees, and subcontractors. Indemnitor's obligation and duty to protect, defend, indemnify, save and hold harmless the Indemnitees shall include any and all costs, expenses, attorney fees, judgements, awards, and settlements incurred by Indemnitees and/or Indemnitor as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Indemnitor agrees to investigate and defend any such claims, demand, or suit at its expense and agrees to bear all other costs and expenses related thereto, even if the claims are frivolous. Indemnitor is not obligated to protect, defend, indemnify, save, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may arise out of any act or omission of the Indemnitees.

b. Subrecipient further agrees it releases from liability and waives its right to sue Indemnitees regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

c. The provisions of this Paragraph 31 shall survive the Agreement Term and remain a continuing obligation of Subrecipient.

d. Nothing contained in agreement shall be deemed to constitute, either as to the State of Alabama or as to third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2, Code of Alabama (1975), as the same may be amended from time to time, and in any other statutes and case law otherwise available to the City of Mobile.

32. TERMINATION OF AGREEMENT: This Agreement may be terminated as follows:

a. If Subrecipient fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements, or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice, sent certified mail (return receipt requested), or overnight courier (signature required), to Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished

documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Subrecipient under this Agreement shall promptly be returned to ADCNR.

b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Subgrantee by certified mail (return receipt requested) or overnight courier (signature required) of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date.

c. If the Agreement is terminated by ADCNR, as provided herein, Subrecipient shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Subrecipient shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

33. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources
Attn: Christopher M. Blankenship, Commissioner
64 N. Union St., Suite 468
Montgomery, Alabama 36130

With a copy to:

Dr. Amy Hunter
Deepwater Horizon Restoration Coordinator
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Boulevard
Spanish Fort, Alabama 36527
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

William S. Stimpson, City of Mobile - Mayor
P.O. Box 1827
Mobile, Alabama 36633

Jennifer Greene, Deputy Director, Program and Project Management
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633
251-208-7199
jennifer.greene@cityofmobile.org

34. NONDISCRIMINATION: Subrecipient shall not discriminate on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status, or disability in its hiring or employment practices nor in relation to admission to, access to, or operations of its programs, services, or activities. Further, Subrecipient shall comply with all RESTORE Council regulations and policies prohibiting discrimination as well as all other applicable federal, state, and local nondiscrimination laws including, but not limited to, the following: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Americans with Disabilities Act of 1900; Section 504 of the Rehabilitation Act of 1973; Revised ADA Standards for

Accessible Design for Construction Awards; and Age Discrimination Act of 1975; Public Health Service Act of 1912 and the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; and any other applicable non-discrimination law(s).

35. PROTECTIONS FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, neither the Subrecipient or any of its contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

    a. A Member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A RESTORE Council employee responsible for contract or grant oversight or management;
    e. An authorized official of the Department of Justice or other law enforcement agency;
    f. A court or grand jury; and/or
    g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

36. ASSIGNABILITY: Subrecipient shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR.

37. AMENDMENT: Any amendment to this Agreement must be in writing and approved by all signatory/authorities prior to becoming effective. The Parties agree to renegotiate this Agreement if Federal, State and/or local revisions of any applicable laws or regulations make changes in the Agreement necessary.

38. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon the successors and assigns of the respective parties hereto.

39. ENFORCEMENT OF RIGHTS AND OBLIGATIONS: Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

40. NO AGENCY RELATIONSHIP: By entering into this Agreement, Subrecipient is not an agent of ADCNR, its officers, employees, agents, or assigns. Nothing in this agreement creates an agency relationship between the Parties.

41. ALTERNATIVE DISPUTE RESOLUTION: In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.

42. NOT A DEBT OF THE STATE: It is agreed that the terms 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 contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void.

43. NOT ENTITLED TO MERIT SYSTEM: The subrecipient understands and agrees that neither it nor any employees or agents thereof are entitled to any benefits of the Alabama State Merit System.

44. BOYCOTT: In compliance with Act 2016-312, the Subrecipient hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.

45. PRORATION: In the event of the proration of the fund from which payment under this contract is to be made, the contract will be subject to termination.

46. CLAIMS FOR LIENS: Subrecipient shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Subrecipient in connection with the performance of its obligations under this Agreement.

47. TAX RESPONSIBILITY: Subrecipient hereby agrees that the responsibility for payment of any taxes from the funds received under this Agreement shall be the Subrecipient's obligation and shall be identified under the appropriate Tax Identification Number. In the event any tax refund is received by Subrecipient, it shall immediately notify ADCNR in writing and comply with all RESTORE Council requirements associated therewith.

48. VENUE: Subgrantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Montgomery County, Alabama.

49. SEVERABILITY: In the event any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

50. IMMIGRATION COMPLIANCE: By signing this Agreement, Subrecipient affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, if found to be in violation of this provision, Subrecipient shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

51. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.

52. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:

    1. This Subaward Agreement; and
    2. Federal Award, including any RESTORE Council Special Award Conditions incorporated within the Federal Award

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

STATE OF ALABAMA
DEPARTMENT OF CONSERVATION
AND NATURAL RESOURCES

Christopher M. Blankenship, Commissioner **Date:** 7-31-2020

APPROVED LEGAL
JTD

CITY OF MOBILE, A Municipal Corporation

By: _____ 7/9/20
Date:

Its: Mayor

ATTEST:

_____ 7-9-2020
City Clerk Date:

Reviewed By Accounting

_____
DCNR Accounting Director

AL-04/16/2020
Subrecipient Name: City of Mobile, **DUNS #010396687**
Title of Grant Project: *State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning*

Attachment
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.331. Be advised, the following information describes the Federal award and subaward:

(1) Federal Award Identification		
(i.)	Subrecipient name	City of Mobile
(ii.)	Subrecipient's unique entity identifier	DUNS # **010396687**
(iii.)	Federal Award Identification Number (FAIN);	GNSSP20AL0002
(iv.)	Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/16/2020
(v.)	Subaward Period of Performance Start and End Date;	April 16, 2020 - April 30, 2023
(vi.)	Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	$ 3,000,000.00
(vii.)	Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	$ 3,000,000.00
(viii.)	Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	$ 3,000,000.00
(ix.)	Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to provide a better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile through the collection of data; develop strategies to address areas within the City which have experienced repetitive flood loss; and develop a design manual as a supplemental to the City of Mobile's Flood Plain Management Plan, last revised in 1984.
(x.)	Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship Chris.blankenship@dcnr.alabama.gov
(xi.)	CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # 87.052 "Spill Impact Component Project Grants" - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number 929933406, is $3,089,593.00.
(xii.)	Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.)	Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

Subrecipient Information and Pre-Award Risk Assessment Questionnaire

How to Use: This questionnaire is used to help determine a potential subrecipient's financial and management strength, which helps assess risk and dictates the monitoring plan for subrecipients. This questionnaire should be filled out for any agreements to which DCNR has determined this entity to be a subrecipient and not a contractor.
This questionnaire must be completed prior to entering into a subaward agreement. DCNR may follow up with the potential subrecipient regarding the responses to this questionnaire.

1. DCNR Contact Information

Name of DCNR Representative: Dr. Amy Hunter

Project Name: Innovating St. Louis Street: Mobile's Technology Corridor and Mobile Greenway Initiative: Three Mile Creek Greenway Trail

Grant Number: 1MA12-ISLS

2. Subrecipient Contact Information

Full Legal Organization/Business Name: City of Mobile

Address: P.O. Box 1827, Mobile, AL 36633

Telephone number: 251-208-6006

Fax number: 251-208-7756

Name of person completing this form: Sherry Horton

E-mail address: sherry.horton@cityofmobile.org

Website: cityofmobile.org

Incorporated in: 1819 Incorporated Date: December 17, 1819

Number of employees: 2074

DUNS number: 010396687

EIN (Employee ID Number): 636001318

Fiscal Year (Month/Year): 09/19

3. Subrecipient Type of Organization (select one):

X Government ☐ Nonprofit corporation ☐ Other corporation ☐ Individual

4. Subrecipient Organization Classification (select all that apply):

☐ Large Business	☐ Small Business
☐ Historically Black College/University	☐ Small Disadvantaged Business

☐ Historically Underutilized Business Zone	☐ Woman-Owned Business
☐ Minority Institution/Owned	☐ Tribal
☐ Veteran Owned	X Other: City

5. Subrecipient Personnel Contact Information

Project Director for Subaward

Name:	Jennifer Greene
Title:	Acting Director of Programs and Project Management
Telephone Number:	251-208-7199
E-mail Address:	Jennifer.greene@cityofmobile.org

Additional Contact for Subaward

Name:	Sherry Horton
Title:	Grants Accounting Supervisor
Telephone Number:	251-208-6006
E-mail Address:	Sherry.horton@cityofmobile.org

6. Subrecipient Indirect Costs

Fiscal Year (Month/Year): 9/19

Negotiated Federal Indirect Cost Rate? ☐ Yes ☐ No X 10% De Minimis Rate
(if yes, please attach a copy of your current rate agreement)

Name of Designated Federal Cognizant Agency (if applicable):

7. Has Subrecipient received an award or subaward to conduct programs similar to those covered under this proposed subaward agreement in the last two (2) fiscal years? If yes, provide a list of all such awards or subawards.
(If no, consider whether subrecipient should be requested to attend grant training based on any other relevant grant experience.)

X Yes ☐ No

8. Was Subrecipient required to comply with the Single Audit requirements of the Uniform Guidance in the last two (2) fiscal years? (Compliance with 2 C.F.R. Part 200, Subpart F required if Subrecipient expends $750,000 or more in federal awards in a fiscal year). Wilkens Miller – Auditor // 2017 Complete / 2018 Due June

X Yes ☐ No

Auditor Contact Name and Title:

9. **Have Subrecipient's annual financial statements been audited by an independent audit firm? If yes, provide a copy of the statements for the last two (2) fiscal years.**
X Yes ☐ No
10. **If the answers to Questions 8 or 9 is yes, were there any findings or questioned costs in the last two (2) fiscal years?** If yes, please explain any findings or questioned costs with respect to an award or subaward to conduct programs similar to those covered by this proposed subaward agreement.
☐ Yes X No Explanation (if applicable):
11. **Does Subrecipient have a financial management system that provides records that can identify the source and application of funds for award-supported activities?**
X Yes ☐ No
12. **Does Subrecipient's financial system provide for the effective control over and accountability for all funds, property, and other assets (including but not limited to: (1) comparison of expenditures with budget amounts for each award; and (2) recording of each grant/contract by the budget cost categories shown in the approved budget)?**
X Yes ☐ No
13. **Other than financial statements, has any aspect of Subrecipient's activities been subject to an audit, examination, or monitoring within the last two (2) years by a governmental agency (e.g., Inspector General, state or local government auditors, etc.)?** If yes, please explain any audit or monitoring findings or deficiencies with respect to an award or subaward to conduct programs similar to those covered by the proposed subaward agreement.
☐ Yes X No Explanation (if applicable):

14. **Are all disbursements properly documented with evidence of receipt of goods or performance of services?**		
X Yes	☐ No	
15. **Are all bank accounts reconciled monthly?**		
X Yes	☐ No	
16. **Does Subrecipient's accounting system include budgetary controls to preclude obligations in excess of:**		
the total funds available for a grant?	X Yes	☐ No
the total funds available for a budget cost category (e.g., Personnel, Travel)?	X Yes	☐ No
17. **Does Subrecipient have a cash forecasting process which will minimize the time elapsed between the drawing down of funds and the disbursement of those funds?**		
X Yes	☐ No	
18. **Does Subrecipient have a system in place to determine that it has met its cost sharing goals, if applicable?**		
X Yes	☐ No	
19. **In the last 12 months, has Subrecipient hired new senior management personnel (e.g., Executive Director/CEO, Finance Director/CFO) and/or program personnel who would be working on this proposed subaward?** If yes, please explain.		
X Yes	☐ No	
Explanation (if applicable): Deputy Comptroller; 2 Accountants; Grants Compliance Manager; 2 Engineers; 2 Architects		
20. **In the last 12 months, has Subrecipient implemented new or substantially changed systems related to its federal grant management?** If yes, please explain.		
☐ Yes	X No	
Explanation (if applicable):		

21. Does Subrecipient have policies that address the following?		
Pay Rates and Benefits	X Yes	☐ No
Leave	X Yes	☐ No
Conflicts of Interest	X Yes	☐ No
Purchasing/Procurement	X Yes	☐ No
Capitalization/depreciation	X Yes	☐ No

22. Describe the method Subrecipient uses to support labor and benefit charges.

Explanation: Timesheets paper, Bi-weekly, signed by employee and supervisor.

23. Does Subrecipient have an effective system of authorizing and approval capital equipment expenditures?

X Yes ☐ No

24. Does Subrecipient keep detailed records of individual capital assets and periodically reconcile such records with the general ledger accounts?

X Yes ☐ No

25. Does Subrecipient have effective procedures for authorizing and accounting for the disposal of property and equipment?

X Yes ☐ No

26. Does Subrecipient periodically check its detailed property records against physical inventory?

X Yes ☐ No

27. Attachments: Please attach the following or check N/A if not applicable.

	Document	Attached	N/A
a.	Articles of Incorporation	☐	X
b.	Bylaws	☐	X
c.	IRS Determination Letter (granting income tax exemption under IRC § 501(c)(3))	☐	X

d.	Form 990 or 990-EZ from the last two (2) years, including Form 990-T and all supporting schedules and attachments	☐	X
e.	Copies of audit reports and management letters received during the last two (2) fiscal years from Subrecipient's independent auditors (including all reports associated with a Single Audit pursuant to 2 C.F.R. Part 200, Subpart F)	X	☐
f.	Copies of results from audits, examinations, or monitoring procedures performed during the last two (2) fiscal years on any direct federal award received by Subrecipient	☐	X
g.	Indirect cost rate agreement	☐	X
h.	List of all subawards to Subrecipient from DCNR during the last two (2) years	☐	X
i.	List of all subawards to conduct programs similar to those covered under this proposed subaward agreement to Subrecipient from any funder during the last two (2) years	X	☐

By its authorized signatory below, Subrecipient hereby certifies and attests to the accuracy of the above responses and all corresponding information attached.

Signature: Sherry D. Horton

Printed Name: Sherry D. Horton

Title: Grants Accounting Supervisor

Subrecipient Entity: City of Mobile

To be completed by DCNR Upon Completion of Site Visit

Date of Risk Assessment:
Project Name: Mobile Greenway Initiative and Innovating St. Louis Street: Mobile's Technology Corridor
Grant Number: M1A12-ISLS
Comments Re: Review of Risk Assessment Questionnaire:
Description of Site Visit (staff present for DCNR and subrecipient, items discussed, policies reviewed, etc.) Site visit was conducted by ADCNR Accountant Joseph Osenton also present were Keri Coumanis (ADCNR) and Jaime Miller (ADCNR)
Additional Comments:
CONCLUSION: X Low ☐ Moderate ☐ High
Is the amount of identified risk acceptable: X Yes ☐ No
Additional Monitoring required: X Yes ☐ No

By its authorized signatory below, DCNR hereby certifies and attests to the accuracy of the above.

Signature: _____

Printed Name: Amy Hunter, Ph.D.

Title: Deepwater Horizon Restoration Coordinator

Date: February 21, 2020

Rev. 1.15.2020

Alabama Department of Conservation and Natural Resources

Federal Funding Accountability and Transparency Act ("Transparency Act" or "FFATA") Disclosure Statement

Effective Date of Agreement: 04/14/2020

Award Description/Title: Mobile Area Stormwater Mapping & Resiliency Planning

Entity Completing Form: City of Mobile

Entity's DUNS Number: 010396687 http://fedgov.dnb.com/webform

Address: 205 Government Street

City, State, Zip+4: Mobile, AL 36644-1827

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this DUNS number belongs) receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☑ **If yes, answer next question. If no, stop here and sign form and return to DCNR**

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this DUNS number belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986?

YES ☐ NO ☐ **If no, complete the following. If yes, stop here and sign form and return to DCNR**

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this DUNS number, belongs):

Name	Position Title	Total Compensation Amount for the Entity's last complete fiscal year

Laura Angle — Signature

Grants Compliance Manager — Title

07/29/2020 — Date

Laura Angle

Typed Name of Signature

DCNR-07-2018

Alabama Department of Conservation & Natural Resources
DUNS Number Documentation & Verification

Name of Organization: City of Mobile

DUNS Number: 010396687

If your Organization doesn't have a DUNS number, please read the info below and check the box if you intend on obtaining one.

Information about your DUNS number and Instructions to Obtain your DUNS number:

The Federal Funding Accountability and Transparency Act (FFATA) requires all applicants seeking Federal sub-grants and/or sub-contracts to have a DUNS number. Please refer to Title 2 of the Code of Federal Regulations Part 25.100 (2 CFR Part 25.100). The Federal government uses DUNS numbers to better identify related organizations receiving funding under grants and cooperative agreements and to provide consistent name and address data for electronic grant application systems.

☐ **Obtain a DUNS number** – A DUNS or Data Universal Numbering System number is a unique, nonindicative 9-digit identifier issued and maintained by D&B that verifies the existence of a business entity globally. After you receive a DUNS number, your business will be listed in D&B's database.

1. **If you have already registered or are unsure**, log onto **https://www.dnb.com/duns-number/lookup.html** and enter your Business name and State and click **SEARCH**. The site will display the results of your search and provide an option to send your DUNS number via email if you are registered.

2. **To obtain a DUNS number,** *we strongly suggest you register via the web* (not by telephone) by logging into **http://fedgov.dnb.com/webform/**. (If you visit a site that attempts to charge you for obtaining a DUNS number, you're at the wrong site because registering for a DUNS number is completely free and is usually created within one (1) business day.)

FOR DCNR USE ONLY

DUNS Number Verified: YES ☑ NO ☐
Date: 07-29-2020
Performed by: Robyn Cohron
Position Title: Coastal Restoration Account Specialist
DCNR Division: State Lands - Coastal
Contract/Grant Number: S1P15-MASM
Federal Award Number: GNSSP20AL0002

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 010396687

ENTITY	MOBILE, CITY OF	Status: Active
DUNS: 010396687	+4:	CAGE Code: 496N7 DoDAAC:
Expiration Date: 09/19/2020	Has Active Exclusion?: No	Debt Subject to Offset?: No
Address: 205 GOVERNMENT ST		
City: MOBILE		State/Province: ALABAMA
ZIP Code: 36602-2613		Country: UNITED STATES

1. DATE ISSUED *MM/DD/YYYY* 04/14/2020	**1a. SUPERSEDES AWARD NOTICE dated** except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 87.052 - Spill Impact Component Project Grants	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. GNSSP20AL0002-01-00 **Formerly**	**5. TYPE OF AWARD** Other
4a. FAIN GNSSP20AL0002	**5a. ACTION TYPE** New
6. PROJECT PERIOD *MM/DD/YYYY* **From** 10/01/2019	**Through** *MM/DD/YYYY* 04/30/2023
7. BUDGET PERIOD *MM/DD/YYYY* **From** 10/01/2019	**Through** *MM/DD/YYYY* 04/30/2023

The Gulf Coast Ecosystem Restoration Council
RESTORE Council

500 Poydras Street
Suite 1117
New Orleans, LA 70130

NOTICE OF AWARD

AUTHORIZATION (Legislation/Regulations)
RESTORE Act, 33 U.S.C. 1321(t)(3) and 40 CFR Part 1800 - Spill Impact Component

8. TITLE OF PROJECT (OR PROGRAM)
State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

9a. GRANTEE NAME AND ADDRESS CONSERVATION & NATURAL RESOURCES, ALABAMA DEPT OF 64 N Union St Rm 458 Montgomery, AL 36130-3020	**9b. GRANTEE PROJECT DIRECTOR** Amy Hunter 64 N Union St Rm 458 Montgomery, AL 36130-3020 Phone: 251-621-1216
10a. GRANTEE AUTHORIZING OFFICIAL Mr. Chris Blankenship 118 N. Royal Street Suite 603 Mobile, AL 36602 Electronically Signed 04/15/2020	**10b. FEDERAL PROJECT OFFICER** Barbara Shumar 500 Poydras St Gulf Coast Ecosystem Restoration Council New Orleans, LA 70130-3319 Phone: 504-235-4985

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

I Financial Assistance from the Federal Awarding Agency Only		
II Total project costs including grant funds and all other financial participation	II	
a. Salaries and Wages		23,564.00
b. Fringe Benefits		8,818.00
c. Total Personnel Costs		32,382.00
d. Equipment		0.00
e. Supplies		100.00
f. Travel		84.00
g. Construction		0.00
h. Other		0.00
i. Contractual		3,049,206.00
j. TOTAL DIRECT COSTS	→	3,081,772.00
k. INDIRECT COSTS		7,821.00
l. **TOTAL APPROVED BUDGET**		3,089,593.00
m. Federal Share		3,089,593.00
n. Non-Federal Share		0.00

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from Item 11m)	3,089,593.00
b. Less Unobligated Balance From Prior Budget Periods	0.00
c. Less Cumulative Prior Award(s) This Budget Period	0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	3,089,593.00
13. Total Federal Funds Awarded to Date for Project Period	3,089,593.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2		d. 5	
b. 3		e. 6	
c. 4		f. 7	

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

a

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - ☒ Yes ☐ No)

AUTHORIZING OFFICIAL:
Frederick Sutter, Deputy Executive Director
500 Poydras St Ste 1117
New Orleans, LA 70130-7305
Phone: 504-444-3511

Electronically Signed 04/15/2020

17.OBJ CLASS 41.0006	**18a. VENDOR CODE** 929933406	**18b. EIN** 636000619	**19. DUNS** 929933406	**20. CONG. DIST.** 03
FY-ACCOUNT NO.	**DOCUMENT NO.**	**ADMINISTRATIVE CODE**	**AMT ACTION FIN ASST**	**APPROPRIATION**
21. a. SEP	b. GNSSP20AL0002	c. SEP	d. $3,089,593.00	e.
22. a.	b.	c.	d.	e.
23. a.	b.	c.	d.	e.

AWARD ATTACHMENTS

Alabama Department of Conservation & Natural Resources GNSSP20AL0002-01-00

1. award attachments

AWARD NOTES

The following documents are incorporated in this award by reference:

☒ GULF COAST ECOSYSTEM RESTORATION COUNCIL FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS (AUGUST 2015), available at www.restorethegulf.gov
☒ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 5900.101
☒ FAPIIS CERTIFICATION, 2 CFR PART 200 APPENDIX XII
☒ OBSERVATIONAL DATA PLAN SUBMITTED 03/13/2020
☒ PRELIMINARY DATA MANAGEMENT PLAN SUMITTED 03/13/2020
☐ OTHER:

SPECIAL AWARD CONDITIONS

1. Non-Duplicative use of RESTORE Act funds

The recipient will not seek any compensation for the approved project from any other funding source, including without limitation the Oil Spill Liability Trust Fund. Should such funding be received, the recipient will immediately notify the Grants Officer in writing. If the recipient is authorized to make subawards, the recipient will not use RESTORE Act funds to make subawards to fund any activities for which claims were filed with the Oil Spill Liability Trust Fund after July 6, 2012.

2. Project Performance Reporting

The recipient must submit project performance outcome reports through the Council's PIPER system on an annual basis. The performance outcome report is due on April 30th of each year, which is 30 calendar days after the end of the reporting period. Performance outcome reports covering the annual reporting period will be due every year of the award, with a final performance report that summarizes the activities and findings of the award due 90 calendar days after the end of the period of performance. This SAC supersedes Section B.01.c of the RESTORE Council Financial Assistance ST&CS dated August 2015, which states that performance reports are due with the same frequency as financial reports.

3. Updates to the Observational Data Plan

The recipient will update the project's Observational Data Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Observational Data Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. For all plan details provided via updated Observational Data Plan; the recipient will make any corresponding updates to metrics details in the grant management platform (i.e., PIPER). The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", and unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-

frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Observational Data Closeout Report must be submitted and approved prior to the closeout of the award.

4. Updates to the Data Management Plan

The recipient will update the project's Data Management Plan to include any plan details listed as "Not available (N/A)" or "To be determined (TBD)", or that are in other ways left unspecified in the current version of the Data Management Plan. Updated plan details will include specific start and end dates that accurately reflect the period of observational data collection. The recipient must deliver updated plans to the Council at least annually until all "N/A", "TBD", or unspecified items are provided, and to correct any inaccuracies until all information is final. The first updated plan must include time-frames for providing any missing information. Updated plans provided to the Council must conform to the structure of the template provided on the Council website. A completed Data Management Closeout Report must be submitted and approved prior to the closeout of the award.

5. Observational Data Management and Delivery

A. *Data Sharing:* All data compiled, collected, or created under this federal award must be provided to the Council on a yearly basis and be publicly visible and accessible in a timely manner, free of charge or at minimal cost to the user that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse, i.e., data must be encoded in a machine-readable format, using existing open format standards; and data must be sufficiently documented, using open metadata standards, to enable users to independently read and understand the data (for example, a PDF version of observational data is not a valid data delivery format). The public facing, anonymously accessible data location (internet URL address) of the data should support a service-oriented architecture to maximize sharing and reuse of structured data and be included in the Performance Report. Data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

B. *Timeliness:* Data must be provided to the Council on a yearly basis, and the public must be given access to data no later than two years after the data are first collected and verified, or two years after the original end date of the period of performance set out in the award agreement (not including any extensions or follow-on funding), whichever first occurs.

C. *Data produced under this award and made available to the public must be accompanied by the following statement:* "The [report, presentation, video, etc.] and all associated data and related items of information were prepared by [recipient name] under Award No. [number] from the Gulf Coast Ecosystem Restoration Council (RESTORE Council). The data, statements, findings, conclusions, and recommendations are those of the author[s] and do not necessarily reflect any determinations, views, or policies of the RESTORE Council.

D. *Failure to Share Data:* Failing or delaying to make data accessible in accordance with the submitted Data Management Plan and the terms hereof may lead to enforcement actions and be considered by the Council when making future award decisions. Funding recipients are responsible for ensuring that these conditions are also met by subrecipients and subcontractors.

E. *Data Citation:* Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher and use Digital Object Identifiers (DOIs), if available. All data and derived products that are used to support the conclusions of a publication must be made available in a form that permits verification and reproducibility of the results.

FUNDING AUTHORIZATION

Amount of Financial Assistance	Amount of Funding Restriction	Amount of Funding Added to Award	Amount Authorized for ASAP Account	Notes
$3,089,593.00			$3,089,593.00	

REPORTING SCHEDULE

Reporting Task	Task Due Date
Financial Report	10/30/2020
Financial Report	4/30/2021
Performance Report	4/30/2021
Financial Report	10/30/2021
Financial Report	4/30/2022
Performance Report	4/30/2022
Financial Report	10/30/2022
Final Report	7/29/2023

Project Narrative

Project Title: **State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning**

- This project will provide better understanding of the extent, location, and function of the existing stormwater drainage system within the City of Mobile, through collection of field data. Strategies to address areas within the City which have experienced repetitive flood loss will also be developed. Additionally, a design manual will be developed as a supplement to the City of Mobile's Flood Plain Management Plan, last revised in 1984.

Methodology / Approach

- Field surveys will be conducted to collect and manage accurate digital geographic information describing the existing storm water infrastructure within the City.
- Completion of a GPS digital inventory will provide for development of a comprehensive GIS map of the City's stormwater drainage system.
- Information will be compiled to support updates to the City's Flood Plain Management program, including development of recommendations addressing repetitive loss properties and a design manual to supplement the Flood Plain Management Plan.

Roles and Responsibilities Table

Organization/ Agency/Company	Role	Duties
Department of Conservation & Natural Resources	Grant recipient – project implementation	Grant application preparation, grant management, performance and financial monitoring and reporting, subrecipient agreement development, procurement reviews, fiscal services.
City of Mobile	Act as Project Manager to complete the project	Act as Project Manager, coordinate procurement and oversight of professional services contractor(s), coordinate financial requirements of the grant, and provide quality assurance concerning project deliverables.
Unknown	Contractor(s) to conduct field assessment, collect and assimilate digital data, and write policy documents	Collect field data, develop digital inventory database of structures, and prepare a GIS map. Assess repetitive loss properties within the City and develop strategies to address these properties. Draft supplements to the City's Flood Plain Management Plan.

- Location – The project scope will include acquisition of digital inventory of existing stormwater structures occurring within the City, and within portions of the Three Mile Creek watershed located within the City of Pritchard. No areas outside of the limits of the cities of Mobile and Pritchard will be mapped. The project is in US Congressional District AL-01 in Mobile County. The project boundary occurs within portions of eleven watersheds, as delineated on the map below, included as Figure 1. Specific watersheds subject to the project scope include:

    - Lower Chasaw Creek
    - Red Creek-Eight-mile Creek
    - Toulmins Spring Branch-Three Mile Creek
    - Miller Creek
    - Halls Mill Creek
    - Upper Dog River
    - Tensaw River-Apalachee River
    - Mobile Bay
    - Lower Dog River
    - Fowl River
    - Deer River

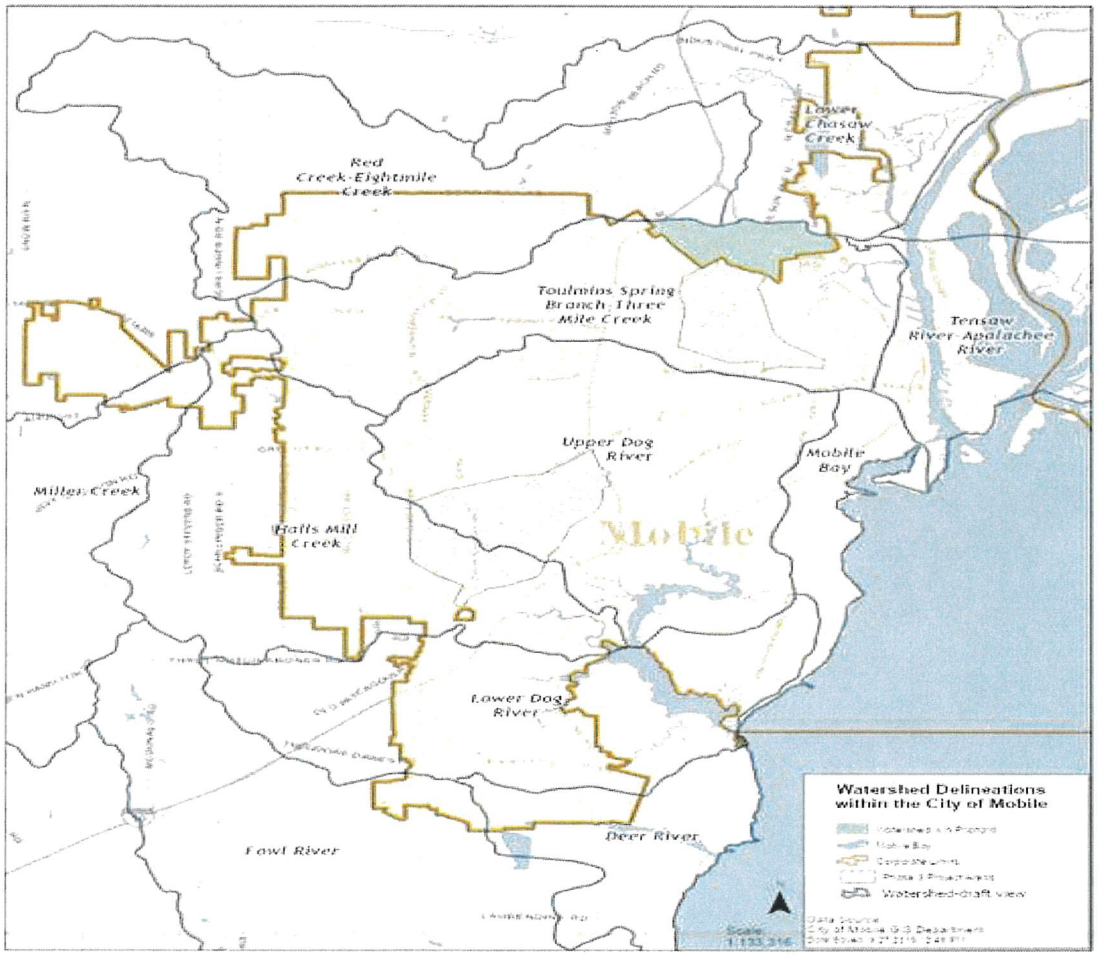


Figure 1. Watershed Delineations

- Period of performance is 5/1/2020 to 04/30/2023.
- Supporting Information (Best Available Science) – The stormwater runoff that carries pollutants from the land may impair water quality and threaten the natural environment and human health. Restoration and improvement of the quality of water, as a natural resource, will benefit the marine/coastal ecosystems, habitats, and fisheries, as well as the economy of the Alabama Gulf Coast Region. Water quality degradation in coastal systems is a global phenomenon (Bennett et al., 2001; Vörösmarty et al., 2010; Lymer et al., 2018) that is not only limited to nutrient pollution and associated hypoxia (Diaz and Rosenberg, 2008) but is also tied to enhanced bacteriological concentrations and loads (Mallin et al., 2000; O'Mullan et al., 2019). There are numerous freshwater inputs into Alabama bays and estuaries that result in alterations to water quality. This change in water quality is often associated with changes in water column conditions (i.e., hypoxia, eutrophication, and bacterial loads) and can lead to the body of water not meeting its intended use (i.e., recreation or fishery) (Mallin et al., 2000; Pennington and Cech, 2010; Spellman, 2010). The most visible water quality degradation is often associated with urban runoff, as well as discharge and sanitary sewer overflow issues, all of which are associated with wastewater management. A proper management approach utilizing a comprehensive mapping database can help manage flooding and the runoff of pollutants (Xu et al., 2018). This project includes three components which correspond to the Focused Planning strategies described in the City's Comprehensive Plan, *Map for Mobile, Framework for Growth*. This policy document, adopted by the Planning Commission in 2015, articulates the need for development of "detailed studies and specific strategies for a topic or area." The stormwater data inventory project will facilitate the generation of detailed plans addressing needs such as watershed and stormwater management, and support strategies addressing repetitive flood loss properties. The City's current GIS data for the stormwater network is functionally limited in that it does not allow officials to calculate the volume and flow capacity within the drainage system, or model hypothetical stormwater loads.
- Approach – Contracted professional services will be procured and utilized for the three components of the project. For each task and associated scope of work, progress will be monitored and documented by City personnel and reported to the funding agencies through regular progress reports and payment requests. City personnel will also provide oversight of the professional services contractor(s) and review deliverables for quality assurance. Additional information pertaining to the scope of work for the three project components includes the following:

Preaward – Grant Development

The Executive Director for the Alabama Gulf Coast Recovery Council is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for Spill Impact Component RESTORE Act funding. The Executive Director began working with the RESTORE Project Manager on September 9, 2019, after approval of the SEP, to develop the Mobile Area Storm Water Mapping & Resiliency Planning grant application for submission into RAAMS.

Task 1 – Grant Administration

ADCNR, as Administrative Agent for the Alabama Gulf Coast Recovery Council, will serve as Grant Administrator for the project, monitoring subrecipient procurement, grant compliance, and programmatic activities. ADCNR will conduct periodic onsite visits and will submit all semi-

annual and final reports. Volkert, Inc., as ADCNR's Program Manager, may assist with some of the activities listed above on an as-needed, task order basis. Once substantial completion has been reached by the Subrecipient, and upon favorable review by ADCNR, ADCNR will initiate and submit all required documentation to begin and conclude the grant closeout process in compliance with 2 CFR Part 200 and applicable regulations. Final drawdown and federal financial report will be completed upon instruction by the RESTORE Council.

Task 2 - Data Collection and Mapping Contract

- Following implementation of a professional services contract with a selected land surveying consultant, collection of the field survey digital data will begin. The scope of work includes collection of field data within a total of eleven watersheds. The digital inventory task will proceed within specific, prioritized watersheds, and progress to the extent that grant funding allows. Based on projected scope, it is anticipated that approximately 80% of the watersheds within the City may be inventoried through utilization of the RESTORE grant funds.

- The final scope of work will be developed in tandem with the selected consultant and the City of Mobile's engineering, planning and GIS departments, and will include protocol to maximize the quality, objectivity, and integrity of the information collected for the mapping task. It is anticipated the scope for the Task 1 contract will specify data collection as well as post- processing of field data, when needed, to provide quality control. Following receipt and acceptance by the GIS department, data management will be performed by the City. Additional specifications for each scope item are provided below.

  i. Data Collection

  The inventory of field data collected by the contracted surveyor will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and physical condition, with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet.
  A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. This existing file describes the location of the stormwater infrastructure located throughout the City and will facilitate the systematic scheduling and implementation of the data inventory collection, within each watershed, by the survey consultant.

  Upon collection, field data will be uploaded into the City's geodatabase file by the surveyor, in the appropriate layers, with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information; Metadata will be provided in the extensible Markup Language (XML) format. Deliverables will be provided in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.

  ii. Data Processing

  The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls

along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process. As data is received, processed for quality assurance, and accepted by the City, the comprehensive digital map will be developed by the contracted consultant.

Task 3 - Repetitive Flood Loss Consultant Contract

- Properties within the City of Mobile have historically experienced repetitive flood loss during tropical storms and other extreme weather events. Task 2 is intended to result in development of recommendations and options which may be implemented by the City to enhance resilience and reduce future flood loss. A consultant, selected and working with the City planning and engineering staff, will assess and describe properties within the City of Mobile which have experienced repetitive flood loss. The City's existing list of repetitive flood loss properties will be provided to the consultant to facilitate the initial analysis.

- Once the repetitive flood loss properties are assessed and accurately described, the consultant will develop a summary report with recommendations which may be implemented to address and remedy future prospective losses within eligible properties. The report is anticipated to include a description of priority flood loss areas along with an analysis of possible funding opportunities. City personnel will review all identified properties before final acceptance of the property list. Remediation strategies and recommendations will conform to existing planning and zoning policies and requirements and will also comply with provisions of the National Flood Insurance Program.

Task 4 - Storm Water Management Guidance Manual Consultant Contract

- Building on information and strategies developed in Tasks 1 and 2, the City of Mobile's Flood Plain Management Plan will be updated through the drafting of a supplemental design manual. A contracted consultant will be selected and utilized for this task. The City's floodplain management regulations originated in the late 1940's, and were updated in the 1980's.

- The supplemental Storm Water Guidance Manual will systematize the modern best management practices for stormwater management, expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.

- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.

- Considerations and design recommendations concerning stormwater management facilities to be constructed within the designated 100-year flood plain will be provided. The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.

- The consultant will identify incentives which the City could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.

- To develop the Storm Water Guidance Manual and gain buy-in from affected

stakeholders, the City will hire a stormwater management consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts. City personnel will verify that all updates to the design manual will reinforce the development standards of the adopted Map for Mobile, Framework for Growth, and the City's Zoning Ordinance.

Project Timeline

Award Date

Milestone #1 – Project Management (Award + 36 months)

Milestone #2 – Data Collection and Mapping Contract (Award + 36

months) Milestone #3 – Repetitive Flood Loss Consultant Contract

(Award + 18 months)

Milestone #4 – Storm Water Management Guidance Manual Consultant Contract (Award + 18

months)

Project Completion – Award + 36 of Months

Risks and Uncertainties

- Within portions of the project boundary, vegetative cover, buildings, or other obstructions may reduce accuracy of the digital inventory data.
  Mitigation strategy: all possible interference will be avoided; when interference is identified GIS accuracy and satellite coverage will be verified for quality assurance. If that still doesn't help, conventional surveying methods and practices will be conducted.

- Stormwater structures for which approximate location data exists may be inaccessible, having been installed sub-grade or being concealed by debris, asphalt or other cover.
  Mitigation strategy: all possible avenues will be explored to locate stormwater structures, including utilization of sub-surface identification technologies.

To mitigate budgetary risk, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

Leveraged Funds

There are no leveraged funds for this project

Metrics

- PRM012: Tool development for decision making - # tools developed
- PRM010: Studies to inform management
- PRM003: Management of Governance Planning

Environmental Compliance

- See attached checklist. Process procedures have been documented to ensure that environmental compliance requirements will be met.

References

Bennett, E.M., Carpenter, S.R., Caraco, N.F. 2001. Human impact on erodible phosphorus and eutrophication: a global perspective. Bioscience 51(3): 227-234

Diaz, R.J., Rosenberg, R. 2008. Spreading dead zones and consequences for marine ecosystems. Science, 321, 626-929

Lymer, B.L., Weinberg, J., Clausen, T.J. 2018. Water quality management from source to sea: from global commitments to coordinated implementation. Water International 43(3), 349-360

Mallin, M.A., Williams, K.E., Esham, E.C., Lowe, R.P. 2000. Effect of human development on bacteriological water quality in coastal watersheds. Ecological Applications 10(4): 1047-1056

O'Mullan, G.D., Juhl, A R., Reichert, R., Schneider, E., Martinez, N. 2019. Patterns of sediment associated fecal indicator bacteria in an urban estuary: benthic-pelagic coupling and implications for shoreline water quality. Science of the Total Environment 656, 1168-1177

Pennington, K. L., Cech, T.V. 2010. Introduction to water resources and environmental issues. Cambridge University Press, Cambridge, UK.

Spellman, F.R. 2008. The Science of Water: concepts and applications. 2nd Edition. CRC Press, Taylor and Francis Group, New York, NY; Chp: 3 (pp.45-95), Chp: 8 (pp.219-287), Chp: 9 (pp.289-323), Chp: 10 (pp.325-399).

Vörösmarty, C.J., McIntyre, P.B., Gessner, M.O., Dudgeon, D., Prusevich, A., Green, P., Glidden, S., Bunn, S.E., Sullivan, C.A., Reidy Liermann, C., Davies, P.M. 2010. Global threats to human water security and river biodiversity. Nature, 467(7315), 555-561.

Xu, X., Schreiber, D., Lu, Q., & Zhang, Q. (2018). A GIS-Based Framework Creating Green Stormwater Infrastructure Inventory Relevant to Surface Transportation Planning. Sustainability, 10(12), 4710.

Budget Narrative

Project Title: State Expenditure Plan #15: Mobile Area Storm Water Mapping & Resiliency Planning

1.0 Summary and Justification

- Funding in the amount of $3,089,593 is being requested. The amount is an estimate based on previous City of Mobile Storm Water Survey Projects.
- Funding will be used to update and enhance the City's existing GIS storm water network digital database by conducting a GPS field inventory of storm water infrastructure features.
- Funding will also support a Repetitive Flood Loss Properties Assessment Plan and an update of the City of Mobile's Flood Plain Management Plan.

TOTAL PROJECT OR PROGRAM FUNDS REQUESTED **$3,089,593**

Total Pre-Award Funds Requested	**$5,136**
Total Direct Costs Requested	**$3,076,636**
Total Allowable Indirect Costs Requested	**$7,821**
Total Program Income Anticipated	**$0**

2.0 Pre-Award Costs

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV dedicated approximately 50 hours and the Grants Manager/Biologist III dedicated approximately 50 hours to the draft grant application prior to award. Therefore, estimated pre-award costs for developing the grant application are $5,136 (salary & fringe). Pre-award activities began on October 1, 2019.

3.0 Budget Object Classes Applicable to All Projects and Programs – DIRECT COSTS

3.1 Personnel

Alabama Gulf Coast Recovery Council (AGCRC) Executive Director is responsible for coordinating and implementing all activities undertaken for project submission, selection, and funding awards for the RESTORE Act funding. The Executive Director will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR's Deepwater Horizon (DWH) Restoration Coordinator/Biologist IV will provide support for RESTORE Act activities including, but not limited to, subrecipient monitoring; participating in meetings and conference calls, as needed; reviewing subrecipient agreements, procurement documents, contracts, reports, and all other necessary documents for grant administration. Time is tracked using

CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Grants Manager/Biologist III will assist in preparing draft proposals for Executive Director review, developing budgets and expense details, monitoring, reviewing subrecipient reports and invoices, submitting semi-annual reports and reimbursements to RESTORE Council, and participating in meetings and conference calls as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

Administrative Assistant will provide general office support for the Executive Director, DWH Restoration Coordinator/Biologist IV and Grants Manager/Biologist III as needed. Time is tracked using CORONA, which allows employees to input tasks by project. The timesheets are electronically approved by assigned supervisors.

ADCNR Personnel Staff - Time

Position/Role	Duties and Responsibilities	Unit Cost	Units or % Time	Total	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	$97,696	50 Hours	$2,348	Pre-Award
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	$58,128	50 Hours	$1,397	Pre-Award
AGCRC Executive Director	Coordinating and implementing all activities for Spill Impact Component RESTORE Act funding	$105,866	1.0835%	$3,441	
DWH Restoration Coordinator / Biologist IV	Coordinating and supporting all staff in submission of RESTORE Act grants	$97,696	3.25%	$9,525	
Grants Manager / Biologist III	Prepare documents for all activities for Spill Impact Component RESTORE Act funding	$58,128	3.25%	$5,667	
Administrative Assistant	Provide general office support	$36,492	1.0835%	$1,186	

TOTAL ADCNR PERSONNEL STAFF - TIME: $23,564

3.2 Fringe Benefits

This includes FICA, cost of leave, employee insurance, retirement and unemployment benefit plans. The fringe rate percentage varies by employee and will also vary from year to year based upon federal guidance and the state legislative process.

ADCNR Personnel Staff - Fringe Benefits

Position/Role	Total Compensation (life of project)	Fringe %	Total Fringe Benefit (life of project)	Pre-Award Costs?
DWH Restoration Coordinator / Biologist IV	$2,348	34.40	$808	Pre-Award

Grants Manager / Biologist III	$1,397	41.73	$583	Pre-Award
AGCRC Executive Director	$3,441	32.7	$1,125	
DWH Restoration Coordinator	$9,525	34.40	$3,277	
Grants Manager / Biologist III	$5,667	41.73	$2,365	
Administrative Assistant	$1,186	55.64	$660	

TOTAL ADCNR PERSONNEL STAFF - FRINGE BENEFITS: $8,818

3.3 Travel

Grants Manager/Biologist III will travel 9 times (approx. three trips per year) to the work site. Work site trips will be used to ensure scope of work is being followed and invoices reflect work completed. This proposal was submitted in 2019, and therefore the rate is based on 2019 guidance.

ADCNR Personnel Staff - Travel

Purpose of Travel	Destination	# Trips	# Travelers	Item	Quantity or Rate	Total	Pre-Award Costs?
Project Oversight	Mobile, AL	9	1	Mileage	$0.58 per mile	$83.52	

TOTAL ADCNR PERSONNEL STAFF - TRAVEL: $83.52

3.4 Construction and Land Acquisition

No construction or land acquisition costs are being requested.

3.5 Equipment

No equipment is expected to be purchased.

3.6 Supplies

Postage – Postage funds will be used as needed to send grant related project documentation out to contractors and the subrecipient.

ADCNR Personnel Staff - Supplies

Item Name Description	Unit Cost	Quantity	Total	Pre-Award Costs?
Postage	$100	1	$100	

TOTAL ADCNR PERSONNEL STAFF - SUPPLIES: $100

3.7 Other Direct Costs

No other direct costs will be applied for.

3.8 Subrecipients

The City of Mobile will be a sub-recipient to the Alabama Department of Conservation and Natural Resources. A subaward agreement will be issued for $3,000,000 to complete the scope of work. Prior to execution of a subaward, ADCNR will develop a subrecipient monitoring plan to provide consistent support and oversight to subrecipients. Elements of this oversight include: the completion of a subrecipient risk assessment; holding a project kick off meeting to review terms and conditions of the grant, scope of work and how information will be shared; site visits at a frequency determined by the scope of work specifics; and completion of a monthly written progress report by the subrecipient detailing fund expenditures; progress to date and any current or potential issues of concern. ADCNR is also offering quarterly technical assistance workshops to subrecipients as part of their monitoring activities.

1. Name of Contractor — TBD
2. Method of Selection — All contracts will be thru competitive proposals. Procurement procedures will follow the State of Alabama and City of Mobile procurement standards, as well as, the Federal Procurement Standard 2 CFR Part 200 Sections 200.317 - 200.326. Request for Proposals (RFP) will be published on the City's website and other public sites. All RFP's will have documented evaluation methods.
3. Period of Performance — Award + 36 Months
4. Scope of Work —
    a. Mapping Contract - $2,715,000
    A scope of work that maximizes the quality, objectivity, and integrity of the information collected will be developed for the mapping task. The scope of work will be developed in tandem with the consultant and the City of Mobile's engineering, planning and GIS departments. It is anticipated the scope for the contract will consist of data collection and data processing (including quality control). Once the data has been accepted by the GIS department, data management will be performed by the City. Additional details for each scope item are provided below.
        i. Data Collection: The surveyor's inventory will include rim elevation, depth, invert elevation(s), material, pipe diameter(s) and condition with an approximate horizontal accuracy of + 0.1 feet and vertical accuracy of + 0.2 feet. A copy of the City of Mobile's existing storm water database will be provided to the surveyor in an ESRI ArcGIS 10.3 file geodatabase format. Field collected data will be uploaded into the provided file geodatabase by the surveyor in the appropriate layers with corresponding attributes and measurements. Layers will include complete and accurate metadata in the North American Profile of ISO 19115 Geographic information - Metadata format as an extensible Markup Language (XML) file. Deliverables will be delivered in the Alabama State Plane Coordinate System (West Zone), referenced to NAD83 2007, and expressed in U.S. Survey feet. Vertical control will be referenced to NAVD88 Geoid12A.
        ii. Data Processing: The deliverable will be put through a quality assurance process by the City of Mobile's GIS staff for acceptance. Accuracy, feature attributes, and metadata will be validated. Any features that fail the review process will be documented and tracked in the City's geodatabase using coded domains for pre-defined QA/QC data calls along with the reviewer's comments. The data calls will be sent to the surveyor to be used in the correction and redelivery of the data. Revisions will be redelivered for a repeat of the quality assurance process.
    b. Repetitive Flood Loss Consultant Contract - $35,000

A consultant, working with the City planning and engineering staff, will assess and describe properties within the City of Mobile that are subject to repetitive flood loss. Once those properties are identified, the consultant will develop a strategy to address and remedy prospective losses. The plan is anticipated to include priority areas and possible funding opportunities.

c. Storm Water Management Guidance Manual Consultant Contract - $250,000
Building on information and strategies developed in Phases 1 and 2, revise and update the City of Mobile's Flood Plain Management Plan.

- An updated Storm Water Guidance Manual will systematize the modern best management practices expected by City Engineering, which will result in better upfront design by applicants and reduced workload/quicker sign-off by the City, saving time and money for all parties.
- The updated manual would provide guidance on reliable Low Impact Development (LID) storm water management techniques and other environmentally-friendly designs.
- The City will identify incentives it could offer to encourage use of LID techniques and retrofit of old, damaged or ineffective storm water management features with modern, more effective designs.
- To update the Storm Water Guidance Manual and gain buy-in from affected stakeholders, the City will hire a Storm Water Management Consultant, engage a technical advisory committee made up of planners, landscape architects, local engineers, scientists and developers, and encourage public input via a variety of outreach efforts.

5. Method of Accountability —

a. Mapping Contract

The mapping contract will be monitored using the Data Processing method described above. Upon selection of a mapping consultant, a deliverable schedule will be agreed upon by both parties which will include intermediate data transfers. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

b. Repetitive Flood Loss Consultant Contract

City personnel will review all identified properties before final acceptance of property list. Remediation strategy will conform to existing planning and zoning requirements. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

c. Storm Water Management Guidance Manual Consultant Contract

City personnel will verify that all updates to the guidance manual will reinforce the design and development standards of the adopted Map for Mobile and Zoning Ordinance. Project progress will be monitored by City personnel and reported to the funding agencies through regular progress reports and payment requests.

6. Itemized Budget and Justification — Once a contractor is selected for each task, a fee schedule will be negotiated and agreed upon by both parties. It is anticipated the contract fees will be based on hourly rates for field personnel, analysts, planners, project manager(s), equipment rental, etc. For the mapping contract, the prioritization of watersheds to be mapped is included in the project narrative. Once a detailed scope and fees have been established, a baseline

MILESTONES

Milestone	Area of Effort	Description	Start Date	Expected Date	Amount	Deliverable
Project Management	Project Oversight and Grants Management	ADCNR will monitor subrecipient procurement, grant compliance and programmatic activities. ADNCR will conduct periodic onsite visits and submit all semi-annual and final reports. Deliverables 1) semiannual and final reports.	05/01/2020	04/30/2023	$89,593.00	No
Data Collection and Mapping	Planning	GPS Digital Inventory: Complete the inventory of stormwater drainage system features in the 11 watersheds within the City. Deliverables: 1) Executed contract, 2) City of Mobile approved geodatabase of inventory, 3) a comprehensive digital map of stormwater drainage features.	05/01/2020	04/30/2023	$2,715,000.00	Yes
Repetitive Flood Loss Strategy Development	Planning	Develop Repetitive Flood Loss Strategy Deliverables: 1) Executed contract, 2) Property inventory, 3) City approved summary report describing a strategy to address and remedy prospective losses, define priority areas and possible funding opportunities.	05/01/2020	10/31/2021	$35,000.00	Yes
Storm Water Management Guidance Manual Development	Planning	Supplemental Design Manual to update Floodplain Management Plan. Deliverables: 1) Executed contract; 2) City of Mobile approved Flood Management Plan.	05/01/2020	10/31/2021	$250,000.00	Yes

APPROVED METRICS

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM003 - Management or Governance Planning - # plans developed

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM012 - Tool development for decision-making - # tools developed

Baseline	0.00
Current	0.00
Completion	3.00

Notes:	

Template Name:	Planning, Research, Monitoring
Metric Name:	PRM010 - Research - # studies used to inform mgmt

Baseline	0.00
Current	0.00
Completion	1.00

Notes:	

requirement for area to be mapped will be determined. The City anticipates mapping more than the baseline requirement if funds allow.

TOTAL SUB-RECIPIENT: $3,000,000

3.9 Contractors/Consultants

Volkert & Associates Inc.

ADCNR followed State procurement policies and procedures (Code of Alabama 1975 – Article 2 – State Bid Laws (41-16-20)) to identify and select Volkert & Associates Inc. (Volkert) to provide DWH Program Management Services as needed (contract awarded 2/17/17). ADNCR estimates $49,206.48 in contract costs for Volkert for this project. Volkert services may be used to provide technical expertise in overall grant administration support. Volkert services will be secured through task orders and reimbursed based upon actual time committed to the project. This estimate represents the top of the range.

1. Method of Selection—Volkert & Associates Inc. was selected as a result of a Request for Proposal procurement process.
2. Period of Performance—March 2, 2017 - March 2, 2021
3. Scope of Work—Volkert services may be used to provide program management services, including engineering, planning, environmental and construction management and other technical services on an as-needed basis to support restoration efforts on the Alabama coast.
4. Method of Accountability—Contractor will bill ADCNR monthly for services performed.
5. Itemized Budget and Justification—Scope of services, approved documents, an itemized budget will be provided as requested by ADCNR.

Contractual

Organization	Description	Amount	Pre-Award Costs?
Volkert & Associates Inc.	Contracted Technical Support	$49,206.48	

TOTAL CONTRACTUAL: $49,206.48

4.0 Budget Object Classes Applicable to All Projects and Programs - INDIRECT COSTS

INDIRECT, OVERHEAD, OR G&A RATE: 24.09%

BASIS: Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort.

TOTAL CALCULATED INDIRECT/OVERHEAD COSTS: $7,821

TOTAL OF INDIRECT COSTS: $7,821

5.0 Program Income

There is no program income associated with this project.

BUDGET SUMMARY

	Amount
Personnel	$32,382.00
Personnel	$23,564.00
Fringe Benefits	$8,818.00
Travel	$84.00
Travel	$84.00
Project Oversight	$84.00
Construction	$0.00
Construction management/legal expenses	$0.00
Land, structures, rights-of-way, appraisals, etc.	$0.00
Relocation expenses and payments	$0.00
Architectural and engineering fees	$0.00
Other architectural and engineering fees	$0.00
Project inspection fees	$0.00
Site work	$0.00
Demolition and removal	$0.00
Construction	$0.00
Contingencies	$0.00
Equipment	$0.00
Equipment	$0.00
Supplies	$100.00
Supplies	$100.00
Postage	$100.00
Other Direct Costs	$0.00
Other Direct Costs	$0.00
Miscellaneous	$0.00
Subrecipients and Contractors	$3,049,206.00
Subrecipient	$3,000,000.00
City of Mobile	$3,000,000.00
Contractor	$49,206.00
Volkert & Associates Inc.	$49,206.00
Total Direct Costs	$3,081,772.00
Indirect Charges	$7,821.00
Indirect Charges	$7,821.00
Total direct costs, less capital expenditures and passthrough funds. Passthrough funds are normally defined as payments to participants, stipends to eligible recipients, or subawards, all of which normally require minimal administrative effort. Fixed	$7,821.00
Total Indirect Costs	$7,821.00
Total GCERC Costs	$3,089,593.00
Co-Funding	$0.00
Co-Funding	$0.00
Total Project Costs	$3,089,593.00
Income	$0.00
Project (program) income	$0.00

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for Fuel for various locations.

General fund.

Amount of Contract:
Total of all is $287,147.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230404 Agenda Package Fuel POs	Cover Memo	4/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7624	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$21,358.50	(279229) PETROLEUM TRADERS CORPORATION
7625	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7626	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7627	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7628	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7629	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION

7630	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7631	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7632	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7633	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,242.25	(279229) PETROLEUM TRADERS CORPORATION
7634	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7635	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7636	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION
7640	2023	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	$20,535.50	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.59000	21315.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			21315.70
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
	Delivery Reference TRAVESIA AGEE			
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 21358.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	21358.50	3758905.18
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007624-00 FY 2023
MUNICIPAL GARAGE	PO 23007377
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Converted Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229	04/04/23			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007625-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007626-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007627-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007628-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8230.00 GALLON	2.49000	20492.70
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8230.00 EACH	0.00520	42.80
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007629-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007630-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	2.69000	20242.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007631-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007632-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7525.00 GALLON	2.69000	20242.25
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20242.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	7525.00 EACH	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 20242.25

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20242.25	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007633-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007634-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007635-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007636-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8230.00 GALLON	2.49000	20492.70
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20492.70
	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8230.00 EACH	0.00520	42.80
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.80

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL 36604	Review:
	Buyer: 9105neej
	Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	LANGAN PARK DELIVERIES TO SAGE
7120 POINTE INVERNESS WAY	48 N. SAGE AVE.
	MOBILE, AL 36607
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	LANGAN PARK DELIVERIES TO SAGE
	48 N. SAGE AVE.
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 20535.50

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20535.50	3758675.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	04/02/23	DONALD ROSE	Auto approved by: 9105neej
Approved	04/02/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	04/02/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	04/02/23	JOHN PAINE	Auto approved by: 9105neej
Approved	04/02/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	04/02/23	JAMES NEESE JR	

Bill To	Requisition 00007640-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

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

BID SHEET

This is Not an Order

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

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

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

State any special conditions or ordering instructions:

No Bid Bond is required.

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

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

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

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

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

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

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

				TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
3/30/2023

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
MADISON, GASOLINE, 8,200 > GALLONS	180000000002-999-1-76	0.00	Gallon
MADISON, DIESEL, 7,500 > GALLONS	180000000002-999-1-77	0.00	Gallon
MARENGO, GASOLINE, 8,200 > GALLONS	180000000002-999-1-78	0.00	Gallon
MARENGO, DIESEL, 7,500 > GALLONS	180000000002-999-1-79	0.00	Gallon
MARION, GASOLINE, 8,200 > GALLONS	180000000002-999-1-80	0.00	Gallon
MARION, DIESEL, 7,500 > GALLONS	180000000002-999-1-81	0.00	Gallon
MARSHALL, GASOLINE, 8,200 > GALLONS	180000000002-999-1-82	0.00	Gallon
MARSHALL, DIESEL, 7,500 > GALLONS	180000000002-999-1-83	0.00	Gallon
MOBILE, DIESEL, 7,500 > GALLONS	180000000002-999-1-84	0.00	Gallon

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Routeware Inc for equipment for Routeware garbage route management software.
General fund.

Amount of Contract:

$17,209.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230333 Routeware Agenda Package POs	Cover Memo	3/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:37 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7106	2023	(2090B) GARBAGE COLLECTION	EQUIPMENT FOR ROUTEWARE GARBAGE ROUTE TRACKING SOFTWARE (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$17,209.00	(29685) ROUTEWARE, INC.

Adopted:

_____

City Clerk

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	AS PER YOUR QUOTE # Q-04478-1, HGAC CONTRACT #FL03-021 AND CONTRACT WITH THE CITY OF MOBILE			
001	ACTUATOR KIT FOR HD ANDROID AND WINDOWS	2.00 EACH	130.00000	260.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			260.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
002	CAMERA CONTROLLER (CAMERA NOT INCLUDED)	2.00 EACH	475.00000	950.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			950.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
003	STANDARD HD CAMERA FOR CAMERA CONTROLLER WITH CABLE	10.00 EACH	90.00000	900.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			900.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
004	MONITOR FOR CAMERA CONTROLLER EACH	1.00 EACH	40.00000	40.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			40.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
005	CAMERA POWER KIT	3.00 EACH	38.00000	114.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			114.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
006	DUAL FACING HD DASH CAMERA (INTERIOR ONLY) FOR CAMERA CONTROLLER WITH CABLES	2.00 EACH	140.00000	280.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			280.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
007	VIDEO SERVICE HARDWARE	2.00 EACH	195.00000	390.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			390.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
008	REVERSE CAMERA CONNECTOR KIT (ANDROID)	3.00 EACH	50.00000	150.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			150.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
009	DUAL FACING HD DASH CAMERA (INTERIOR ONLY), REINSTALL KIT (CAMERA NOT INCLUDED)	1.00 EACH	70.00000	70.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			70.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
010	CAMERA CONTROLLER, REINSTALL KIT (MDVR NOT INCLUDED)	1.00 EACH	90.00000	90.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			90.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
011	STANDARD HD CAMERA, REINSTALL KIT (CAMERA NOT INCLUDED)	5.00 EACH	40.00000	200.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			200.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
012	HEAVY DUTY TABLET 10" PRO TABLET WITH FULL INSTALL KIT (ANDROID)	1.00 EACH	825.00000	825.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			825.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
013	ACTUATOR SIGNAL INSTALLATION	2.00 EACH	190.00000	380.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			380.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
014	VEHICLE INSTALLATION	3.00 EACH	380.00000	1140.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			1140.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
015	VEHICLE UNINSTALL	1.00 EACH	300.00000	300.00
	1 1000.40.20.2070.2090.2070.0000.0000.44020.			300.00

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
016	CAMERA SYSTEM INSTALLATION	3.00 EACH	380.00000	1140.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			1140.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604 Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.2070.2090.2070.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
ROUTEWARE, INC.	PUB WORKS-SOLID WASTE
16525 SW 72ND AVE.	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604
PORTLAND, OR 97224	
UNITED STATES	
Tel#609.802.9644	
	Deliver To
	PUB WORKS-SOLID WASTE
	770 GAYLE STREET
	BEFORE 2:30 PM
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
017	ADDITIONAL CAMERA INSTALLATION	15.00 EACH	150.00000	2250.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			2250.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

018	BACKUP CAMERA AUTO TRIGGER INSTALLATION	2.00 EACH	190.00000	380.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			380.00

Ship To
PUB WORKS-SOLID WASTE
770 GAYLE STREET
BEFORE 2:30 PM
MOBILE, AL 36604

Deliver To

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 12

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price
	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
024	T & E EXPENSES - ESTIMATE. WILL BILL FOR ACTUAL CHARGES ER EMAIL	1.00 EACH	7350.00000	7350.00
1	1000.40.20.2070.2090.2070.0000.0000.44020.			7350.00
	Ship To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604			

Requisition Link

Requisition Total 17209.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2090.2070.0000.0000.44020. SANITATION EXP OPERATING SUPPLIES	17209.00	2956414.99

Bill To	Requisition 00007106-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2090.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 13

Vendor	Ship To
ROUTEWARE, INC. 16525 SW 72ND AVE. PORTLAND, OR 97224 UNITED STATES Tel#609.802.9644	PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604
	Deliver To PUB WORKS-SOLID WASTE 770 GAYLE STREET BEFORE 2:30 PM MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/23	296885				GARBAGE COLLECTION

LN	Description / Account	Qty	Unit Price	Net Price

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

Activity	Date	Clerk	Comment
Approved	03/20/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/20/23	JAMES DELAPP	
Approved	03/20/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/27/23	SHONNDA SMITH	
Approved	03/27/23	JAMES DELAPP	Auto approved by: 910518244
Approved	03/27/23	CASI CALLAWAY	Auto approved by: 910518244
Rejected	03/20/23	DONALD ROSE	Plse remove lines 19-23, add v
Approved	03/31/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/31/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/31/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/31/23	JOHN PAINE	
Approved	03/31/23	MICHAEL SPAFFORD	Auto approved by: 9105paij

Authorized By: _____ Date: _____
Signature



Product Information

Product Description

"Premium" solution (route managrment solution for solid waste programs): per vehicle license, priced as a single vehicle; home office license; web based fleet management; operations efficiency; cloud hosted and onsite server options; inclusive of Basic solution features; GPS; real-time; cellular (CDMA & GSM/GPRS); light duty vehicle applications; Sierra Wireless GX400 GPS transponder-cellular modem (OBDIII interface); touch screen computer options; driver records pickups, skips, extras, timers, comments; turn-by-turn directions; route based or work order based; home office software includes: dashboards, route management, work order management, alerts, driver messaging interface, route details, customer service, mapping, reporting; mapping functionality includes: bread crumb trails, route playback, geofencing, proximity to landmarks and addresses; alerts and notifications include speeding, idling, engine on/off, mileage, time, behind schedule, off route, timers

Manufacturer

Routeware

Product Code

FL21G05

Contract

FL03-21 Fleet Services Equipment

Contract Category

General Purpose, Emergency & Autonomous Vehicles

Price

Standard solution: $3,116 (inclusive of GPS/onboard computer unit with full install kit (standard cabling, wiring, etc.) as well as the base perpetual software license; requires Routeware Control Center liensing ($15k...$188/vehicle after first 15)

Price Unit

Price Per System

Keyword(s)

Fleet; fleet equipment;

View Catalog

Vendors Offering This Product

Routeware, Inc.
Kerry Araujo
karaujo@routeware.com
Phone: 503-906-8500
Fax: 503-906-8544

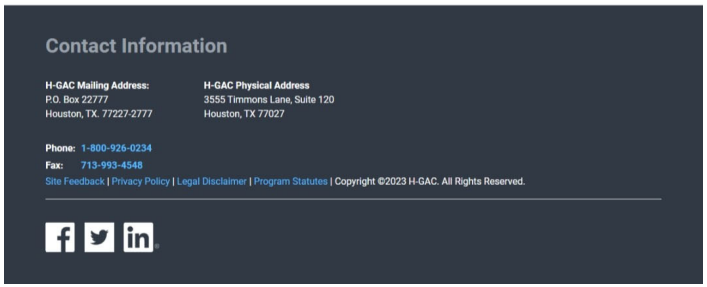
Routeware, Inc.
Hayden Bradford
hbradford@routeware.com
Phone: 479-422-7688
Fax: 503-906-8544

Contact HGACBuy

Loleta Chappel
loleta.chappel@h-gac.com
Phone: 713-993-2486
Fax: 713-993-4548

Return to Products & Services

View This Contract



Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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

Rachel Laurie Riddle
Chief Examiner

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282.

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Kone, Inc, for Convention Center Water St down escalator maintenance cleandown and step-chain replacement.
Capital project.

Amount of Contract:

$49,668.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230406 Kone Agenda Package POs	Cover Memo	4/6/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7802	2023	(3032) ARCHITECTURAL ENGINEERING	CONVENTION CENTER WATER ST DOWN ESCALATOR MAINTENANCE CLEANDOWN AND STEP CHAIN REPLACEMENT (OMNIA/ SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$49,668.00	(273592) KONE, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	PROPOSAL TO REPLACE THE OBSOLETE STEP CHAINS, ROLLERS, AND PERFORM AN ESCALATOR CLEANDOWN TO CLEAN THE INTERIOR OF THE ESCALATOR, EMPTY THE DRIP PANS, AND REMOVE THE BUILDUP OF OIL, GREASE, LINT, DIRT, AND REFUSE FROM THE INTERIOR OF THE DOWN ESCALATOR AT CONVENTION CENTER. PRICING AS PER OMINIA CONTRACT GENRL-EV2516 DATED 12-1-2018 AND YOUR QUOTE DATED 3-20-2023	1.00 LOT	49668.00000	49668.00

Additional Description Notes

PER YOUR QUOTE DATED 03.20.23

WORK TO BE PERFORMED PER YOUR SPECS

FOR QUESTIONS OR CONCERNS CONTACT M. THOMAS @ 251.208.7519

1 2000.80.00.0000.0000.0000.0000.0000.42200.
E C0840 .PROFTECHNC. . 49668.00

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

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
KONE INC	ARCHITECTURAL ENGINEERING
30604 SGT. E. I. BOOTS THOMAS	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
SPANISH FORT, AL 36527	
Tel#251-661-7522	Delivery Reference
Fax 251-661-7516	BRENDA PARKER
	Deliver To
	ARCHITECTURAL ENGINEERING
	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

Requisition Link

Requisition Total 49668.00

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

Account			Amount	Remaining Budget
E C0840	.PROFTECHNC.	.	49668.00	.00

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	49668.00	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	04/03/23	GREGG BLAIZE	Auto approved by: 910519420
Approved	04/03/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	04/03/23	CASSIE BOATWRIGHT	
Approved	04/03/23	BRENDA RHODES	
Approved	04/03/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	04/03/23	RELYA MALLORY	Auto approved by: 910511034
Queued	04/03/23	DONALD ROSE	Auto approved by: 910511034
Queued	04/03/23	SANDRA LEWIS	Auto approved by: 910511034
Queued	04/03/23	KAREN NAMAN	Auto approved by: 910511034

Bill To	Requisition 00007802-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: Status: Released Page 3

Vendor	Ship To
KONE INC 30604 SGT. E. I. BOOTS THOMAS SPANISH FORT, AL 36527 Tel#251-661-7522 Fax 251-661-7516	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/29/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Queued	04/03/23	JOHN PAINE		Auto approved by: 910511034	
	Queued	04/03/23	MICHAEL SPAFFORD		Auto approved by: 910511034	

Authorized By: _____ Date: _____
Signature

KONE

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

Overview

Contract Documentation

Contract Highlights

Success Stories

KONE Care

Modernization

24/7 Connected Services

Safety

New Construction

FAQs

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Elevator, Escalator and Walkway Maintenance and Modernization Services and Related Solutions

City of Kansas City, MO

Contract Number: EV2516

December 1, 2018 through November 30, 2024
Option to renew (5) additional (1) year periods

Executive Summary

- Executive Summary

Contract Documents

- Contract EV2516
- EV2516 Terms & Conditions
- EV2516 Attachment D: Scope of Services
- EV2516 Attachment F: Insurance
- EV2516 Exhibit 4

RFP Documents

- RFP EV2516
- RFP EV2516 Addendum 1
- RFP Posting Document

Response Evaluation

- AZ Compliance

REQUEST CONTRACT INFORMATION

Health and Well-being Solutions



CITY OF KANSAS CITY CONTRACT

UNIVERSITY OF CALIFORNIA CONTRACT

FACILITY REPAIR AND MAINTENANCE CONTRACT
EV2516 ELEVATOR AND ESCALATOR
MAINTENANCE AND REPAIR SERVICES
GENERAL SERVICES DEPARTMENT

THIS CONTRACT is between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation ("City"), and KONE, INC. ("Contractor"). City and Contractor agree as follows:

PART I
SPECIAL TERMS AND CONDITIONS

Sec. 1. Work To Be Performed. The Specification/Scope of Work and any addenda are attached hereto and incorporated into this Contract.

Sec. 2. Term of Contract and Additional Periods

A. Initial Term. The initial term of this Contract shall begin on December 1, 2018 and shall end on November 30, 2024 for a six (6) year term. The Manager of Procurement Services is authorized to enter into an amendment of this Contract with CONTRACTOR to extend the term of this Contract and time of performance for this Contract.

B. Renewal Terms. At any time prior to the expiration of the initial term or any subsequent term, the CITY, in its sole discretion, may renew this Contract for up to five (5) additional one (1) year terms.

C. Transition Term. Notwithstanding the expiration of the initial term or any subsequent term or all options to renew, CONTRACTOR and CITY shall continue performance under this Contract until the CITY has a new contract in place with either CONTRACTOR or another provider or until the CITY terminates the Contract.

D. The products and services which are subject to this Contract may be covered by a separate maintenance agreement (see Exhibit 4). The term of the maintenance agreement shall be governed by that document and may extend beyond the expiration date of this Contract.

Sec. 3. Purchase Orders

A. City shall order all services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance.

B. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 4. Compensation.

A. The maximum amount that City shall pay Contractor under this Contract is set forth in the Contract – Contractor's proposal shall provide all work at the prices contained in Contractor's Proposal that is incorporated herein by reference.

B. Contractor will bill the City, in a form acceptable to the City, on the following basis:

C. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

D. It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. If damages are sustained by City as a result of breach or default by Contractor, City may withhold payment(s) to Contractor for the purpose of set off until such time as the exact amount of damages due City from Contractor may be determined.

E. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract.

Sec. 5. Notices. All notices required by this agreement shall be in writing sent to the following:

City:

General Services Department
Procurement Services Division
Cedric Rowan, Manager of Procurement Services
City Hall, 1st Floor, Room 102W
414 E. 12th Street
Kansas City, MO 64106
Phone:(816)-513-0814 Facsimile: (816)-513-1066
E-mail address: cedric.rowan@kcmo.org

Contractor: Kone, Inc.
Contact: Ashley Brauer, Senior Sales Consultant
Address: 2700 BiState Drive, Suite 100
Kansas City, MO 64108
Phone: (816)-531-2140 (Ext. 10514) Facsimile: (816)-531- 5523

E-mail address: ashley.brauer@kone.com

All notices are effective a) when delivered in person, b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight

courier(with confirmation of delivery), or e)three business days after the date of mailing, whichever is earlier.

Sec. 6. Merger. This Contract consists of Part I, Special Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 7. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling. For any participating public agency, Exhibit 4 will be the controlling document and prevail over Part I and Part II of this Contract.

Sec. 8. Minority and Women's Business Enterprises. See Exhibit 1: City of Kansas City Special Requirements

Sec. 9. Workforce. If Contractor is required to pay prevailing wages for the work performed pursuant to this Contract, Contractor agrees to comply with all requirements of City's Construction Employment Program as enacted in City's Code, Sections 3-501 through 3-525 and as hereinafter amended. Contractor shall meet or exceed the construction employment goals unless the same shall have been waived in the manner provided by law. Contractor's compliance with this provision is a material part of this Contract.

Contractor shall comply with City's Workforce Program Reporting System requirements. Contractor shall use City's Internet web based Workforce Program Reporting System provided by City and protocols included in that software during the term of this Contract. Contractor shall maintain user applications to City's provided system for all applicable personnel and shall require subcontractors to maintain applications.

Sec. 10. Bonds and Surety. See Exhibit 1: City of Kansas City Special Requirements

Sec. 11. Subcontracting.

A. Contractor shall not employ or retain any Subcontractor, Supplier or other person or organization, whether initially or as a substitute, against whom City has a reasonable objection, including but not limited to debarment by City or another governmental entity or decertification of the Subcontractor from the City's Minority and Women's Business Enterprise Program as a result of the Subcontractor's failure to comply with any of the requirements of the provisions of Chapter 3 of the City's Code as determined by the Director of the Human Relations Department. Contractor shall insert this provision in any subcontractor agreement associated with this Contract. Contractor shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. Contractor shall submit required information for all Subcontractors on Form 01290.09 - Subcontractors and Major Material Suppliers List, provided in these Contract Documents, prior to Subcontractor beginning Work at the Site.

C. Contractor shall be fully responsible to City for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor.

Sec. 12. Prevailing Wage.

A. Prevailing Wage.

1. Contractor shall comply and require its Subcontractors to comply with;

   a. Sections 290.210 to 290.340, RSMo the State of Missouri Prevailing Wage Law (the "Law"); and

   b. 8 CSR 30-3.010 to 8 CSR 30-3.060, the Prevailing Wage Law Rules (the "Rules"); and

   c. the Annual Wage Order (Wage Order) issued by the State of Missouri's Department of Labor and Industrial Relations; and

   d. any applicable Annual Incremental Wage Increase (Wage Increase) to the Annual Wage Order.

2. The Law, Rules, Wage Order and any Wage Increase are incorporated into and made part hereof this Contract and shall be collectively referred to in this Section as the "Prevailing Wage Requirements." In the event this Contract is renewed for an additional term, the Wage Order in effect as of the commencement date of the additional term, as amended by any applicable Wage Increase, shall be deemed incorporated herein and shall apply to and remain in effect for the duration of the additional term. The new Wage Order and any applicable Wage Increase shall govern notwithstanding the fact that the Wage Order being replaced might be physically attached to this Contract.

3. Contractor shall pay and require its Subcontractors to pay to all workers performing work under this Contract not less than the prevailing hourly rate of wages for the class or type of work performed by the worker in accordance with the Law, Rules, Wage Order and any applicable Wage Increase. Contractor shall take whatever steps are necessary to insure that the prevailing hourly wage rates are paid and that all workers for Contractor and each of its Subcontractors are paid for the class or type of work performed by the worker in accordance with the Prevailing Wage Requirements.

4. Prior to each of its Subcontractors beginning Work on the Site, Contractor shall require each Subcontractor to complete City's Form 00490 entitled "Pre-contract Certification" that sets forth the Subcontractor's prevailing wage and tax compliance history for the two (2) years prior to the bid. Contractor shall retain one (1) year and make the Pre-contract Certifications available to City within five (5) days after written request.

5. Contractor shall keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's:

   a. Keep and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to keep full and accurate records on City's

"Daily Labor Force Report" Form indicating the worker's name, occupational title or classification group and skill and the workers' hours. City shall furnish blank copies of the Daily Labor Force Report Form to Contractor for its use and for distribution to Subcontractors. Contractor shall submit its and its Subcontractors Daily Labor Force Reports to City each day; and

b. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in a format prescribed by the City, Certified Payroll Report Information indicating the worker's name, address, social security number, occupation(s), craft(s) of every worker employed in connection with the public work together with the number of hours worked by each worker and the actual wages paid in connection with the Project and other pertinent information as requested by the City; and

c. Submit, and require each of its Subcontractors engaged in the construction of public works in performance of the Contract to submit, electronically, in format prescribed by the City, a Payroll Certification. The Payroll Certification must be signed by the employee or agent who pays or supervises the payment of the workers employed under the Contract for the Contractor and each Subcontractor.

d. The Daily Labor Force Report, documents used to compile information for the Certified Payroll Report, and Payroll Certification are collectively referred to in this Section as the "Records."

6. Contractor shall make all of Contractor's and Subcontractors' Records open to inspection by any authorized representatives of City and the Missouri Department of Labor and Industrial Relations at any reasonable time and as often as they may be necessary and such Records shall not be destroyed or removed from the State of Missouri for a period of one (1) year following the completion of the public work in connection with which the Records are made. Contractor shall have its and its Subcontractors Certified Payroll Reports and Payroll Certifications available at the Contractor's office and shall provide the Records to the City electronically at City's sole discretion. In addition, all Records shall be considered a public record and Contractor shall provide the Records to the City in the format required by the City within three (3) working days of any request by City at the Contractor's cost. City, in its sole discretion, may require Contractor to send any of the Records directly to the person who requested the Record at Contractor's expense.

7. Contractor shall post and keep posted a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed by Contractor and each of its Subcontractors in the performance of this Contract in a prominent and easily accessible place at the Site of the Work by all workers.

8. If the Contract Price exceeds $250,000.00, Contractor shall and shall require each Subcontractor engaged in any construction of public works to have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used in connection with the Project during the time the Contractor or Subcontractor is engaged on the project. The sign shall be legible from a distance of twenty (20') feet, but the size of the lettering need not be larger than two (2") inches. In cases where equipment is leased

or where affixing a legible sign to the equipment is impractical, the Contractor may place a temporary stationary sign, with the information required pursuant to this section, at the main entrance of the Project in place of affixing the required information on the equipment so long as such sign is not in violation of any state or federal statute, rule or regulation. Motor vehicles which are required to have similar information affixed thereto pursuant to requirements of a regulatory agency of the state or federal government are exempt from the provisions of this subsection.

9. Contractor must correct any errors in Contractor's or any Subcontractors' Records, or Contractor's or any Subcontractors' violations of the Law, Rules, Annual Wage Order and any Wage Increase within fourteen (14) calendar days after notice from City.

10. Contractor shall and shall require its Subcontractors to cooperate with the City and the Department of Labor and Industrial Relations in the enforcement of this Section, the Law, Rules, Annual Wage Order and any Wage Increase. Contractor shall and shall require its Subcontractors to permit City and the Department of Labor and Industrial Relations to interview any and all workers during working hours on the Project at Contractor's sole cost and expense.

11. Contractor shall file with City, upon completion of the Project and prior to final payment therefore, affidavits from Contractor and each of its Subcontractors, stating that each has fully complied with the provisions and requirements of the Missouri Prevailing Wage Law. City shall not make final payment until the affidavits, in proper form and order, from Contractor and each of its Subcontractors, are filed by Contractor.

12. Contractor shall forfeit as a statutory penalty to the City one hundred dollars ($100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the prevailing hourly rates for any work done under this Contract, by Contractor or by any of Contractor's Subcontractors. If Contractor or any of its Subcontractors have violated any section(s) of 290.210 to 290.340, RSMo, in the course of the execution of the Contract, City shall when making payments to the Contractor becoming due under this Contract, withhold and retain therefrom all sums and amounts due and owing as a result of any violation of sections 290.210 to 290.340, RSMo.

B. Prevailing Wage Damages. Contractor acknowledges and agrees that, based on the experience of City, violations of the Missouri Prevailing Wage Act, whether by Contractor or its Subcontractors, commonly result in additional costs to City. Contractor agrees that additional costs to City for any particular violation are difficult to establish and include but are not limited to: costs of construction delays, additional work for City, additional interest expenses, investigations, and the cost of establishing and maintaining a special division working under the City Manager to monitor prevailing wage compliance.

1. In the event of the failure by Contractor or any of its Subcontractors to pay wages as provided in the Missouri Prevailing Wage Act, City shall be entitled to deduct from the Contract Price, and shall retain as liquidated damages, one hundred dollars ($100.00) per day, per worker who is paid less than the prevailing hourly rate of wages, to approximate the additional costs. The sum shall be deducted, paid or owed

whether or not the Contract Times have expired.

2. City shall give written notice to Contractor setting forth the workers who have been underpaid, the amount of the statutory penalty and the amount of the liquidated damages as provided for in this Subparagraph. Contractor shall have fourteen (14) calendar days to respond, which time may be extended by City upon written request. If Contractor fails to respond within the specified time, the City's original notice shall be deemed final. If Contractor responds to City's notice, City will furnish Contractor a final decision in writing within five (5) days of completing any investigation.

C. Excessive Unemployment.

1. Resident Laborers" means laborers who have been residents of the State of Missouri for at least thirty days and who intend to remain Missouri residents, and residents of Nonrestrictive States.

2. "Nonrestrictive States" means states identified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards that have not enacted state laws restricting Missouri laborers from working on public works projects. A list of Nonrestrictive States can be found on the Division web site at http://www.dolir.mo.gov/ls/index.htm.

3. A period of Excessive Unemployment is declared when the Missouri Department of Labor and Industrial Relations Division of Labor Standards provides notice of such declaration. When in effect, notice will be provided on the Division web site at http://www.dolir.mo.gov/ls/index.htm. It is Contractor's obligation to determine whether a period of Excessive Unemployment is in effect when this Contract is let.

4. Contractor agrees to follow the provisions of Section 290.560 - 290.575 RSMo and agrees that if a period of Excessive Unemployment has been declared at any point during the term of this Contract, it will employ and require all Subcontractors of whatever tier to employ only Resident Laborers for the Work to be performed under this Contract. Provided, however, Contractor may use laborers who are not Resident Laborers when Resident Laborers are not available or are incapable of performing the particular type of work involved if Contractor so certifies in writing to City and City issues a written approval. This provision does not apply to regularly employed nonresident executive, supervisory or technical employees.

Sec. 13. Attachments to Part I. The following documents are Attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A – RFP EV2516
Attachment B – Proposer Response dated June 8, 2018
Attachment C - Clarification Questions and Answers
Attachment D - Scope of Services revised per Clarification Questions
Attachment E - Facility Repair and Maintenance Contract Part II
i. Exhibit 1: City of Kansas City Special Requirements
ii. Exhibit 2: City of Kansas City Pricing Schedule
iii. Exhibit 3: National Pricing Schedule
iv. Exhibit 4: Participating Public Agency Service Level Agreement
Attachment F – 00620 Insurance Certificate

THE BELOW FORMS ARE SPECIFIC TO THE CITY OF KANSAS CITY, MO

Attachment G – HRD Forms & Instructions

00440 HRD 5: Construction Contract HRD Instructions
00450 HRD 8: Contractor Utilization Plan/Request for Waiver
00450.01 Letter of Intent to Subcontract
00460 HRD 10: Timetable for MBE/WBE Utilization
00470 HRD 11: Request for Modification or Substitution
00485 HRD Monthly Reporting Forms

Attachment H - Bonds

00610 Performance and Maintenance Bond
00615 Payment Bond

Attachment I – 00830 Wage Rate Requirements

Annual Wage Order #25
County – Cass, Clay, Jackson, Platte or Ray
Work Type: State – Heavy
State – Building
Division of Labor Standards Rules & Regulations
01290.08 Wage Rate Verification Questionnaire
01290.09 Subcontractors and Major Material Suppliers List
01290.11 Daily Labor Force Report
01290.14 Contractor Affidavit for Final Payment
01290.15 Subcontractor Affidavit for Final Payment

Attachment J – 00560 Missouri Project Exemption Certificate

00560.01 Kansas City Missouri Tax Exempt Certificate

Attachment K – 00630 Revenue Clearance Release Authorization

Attachment L – 00515.01 Employee Eligibility Verification Affidavit

Sec. 14. Missouri Sales Tax Exemption. Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in the construction of this Project may be purchased without sales tax. City shall furnish Contractor a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

Sec. 15. Emergencies.

(a) Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.

(b) During and after a disaster, CONTRACTOR shall provide special services to the CITY including CONTRACTOR shall open CONTRACTOR's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.

(c) CONTRACTOR shall not charge CITY any fee for opening facilities during an emergency or for extending CONTRACTOR's hours of operation during a disaster. CITY shall pay CONTRACTOR the agreed upon contract prices for all purchases

made by CITY during the disaster and CONTRACTOR shall not charge CITY any additional mark-up, fee or cost for any purchases made by CITY during a disaster.

(d) CONTRACTOR shall quickly mobilize CONTRACTOR's internal and external resources to assist CITY when a disaster unfolds.

(e) Extended hours and personnel. During disasters, CONTRACTOR's facilities shall stay open 24 hours if requested by the CITY. CONTRACTOR shall utilize additional CONTRACTOR personnel to take CITY orders if necessary. CONTRACTOR's Call Center shall accept phone orders 24 hours a day.

(f) CONTRACTOR shall have contingency plans with CONTRACTOR's suppliers to provide additional supplies and equipment quickly to CITY as needed.

(g) CONTRACTOR shall cooperate with CITY to properly document any and all expenses incurred by CITY with CONTRACTOR and CONTRACTOR shall assist CITY in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

CONTRACTOR
I hereby certify that I have authority to execute this document on behalf of Contractor

Date: NOV 19, 2018

By: _____

Title: Senior Vice President

Date: 12/4/2018

KANSAS CITY, MISSOURI
By: Cedric Rowan

Title: Manager of Procurement Services

Approved as to form:

_____
Assistant City Attorney

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for 25 IPad computer tablets for Municipal Garage.

General fund.

Amount of Contract:

$20,806.80

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

ATTACHMENTS:

Description	Type	Upload Date
20230403 CDW Agenda Package POs	Cover Memo	4/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:36 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
7526	2023	(2050) FLEET MANAGEMENT-GARAGE	25 IPAD COMPUTER TABLETS FOR MUNICIPAL GARAGE (NATIONAL IPA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$20,806.80	(272932) CDW GOVERNMENT LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER NATIONAL IPA TECHNOLOGY CONTRACT #2018011-01 AND YOUR QUOTE #NHJR050. CUSTOMER #7280473.			
001	ITEM: CDW Product Protection Premium 3 Years iPad Supplier Part No: 6027449 Manufacturer Part No: CDW2000IPDUCAD36D Manufacturer Name: Safeware Supplier Quote No: 37171 NIGP: UNSPSC: 43000000	25.00 EACH	158.34000	3958.50
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			3958.50
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	ITEM: Apple 10 9 iPad Wi Fi Cellular 10th Generation 64 GB	23.00 EACH	569.48000	13098.04

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Silver Supplier Part No: 7213849 Manufacturer Part No: MQ6J3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509			
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			13098.04
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
003	ITEM: Apple 12 9 iPad Pro Wi Fi 6th Generation 128 GB Space Grey Supplier Part No: 7213811 Manufacturer Part No: MNXP3LL/A Manufacturer Name: APPLE IPAD Supplier Quote No: 37171 NIGP: UNSPSC: 43211509	2.00 EACH	1044.93000	2089.86
	1 1000.40.20.2070.2050.2070.0000.0000.44020.			2089.86

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
004	ITEM: OtterBox Defender Series protective case for tablet Supplier Part No: 7248842 Manufacturer Part No: 77-89955 Manufacturer Name: OtterBox Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	23.00 EACH	54.38000	1250.74
1	1000.40.20.2070.2050.2070.0000.0000.44020.			1250.74
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY			

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: 9105fola Status: Approved Page 4

Vendor	Ship To
CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 IRBY@CITYOFMOBILE.ORG Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
005	ITEM: Compulocks iPad Pro 12 9 inch Enclosure Rotating Counter Stand mounting k Supplier Part No: 5458119 Manufacturer Part No: 303B299PSENB Manufacturer Name: Compulocks/Maclocks Supplier Quote No: 37171 NIGP: UNSPSC: 43211600	2.00 EACH	204.83000	409.66
1	1000.40.20.2070.2050.2070.0000.0000.44020.			409.66
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DORIS IRBY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 20806.80

Bill To	Requisition 00007526-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL 36604	Review:
	Buyer: 9105fola
	Status: Approved Page 5

Vendor	Ship To
CDW GOVERNMENT LLC	MUNICIPAL GARAGE
230 N MILWAUKEE AVE	770 GAYLE STREET
	MOBILE, AL 36604
VERNON HILLS, IL 60061	IRBY@CITYOFMOBILE.ORG
Tel#877-501-2756	Delivery Reference
Fax 312-705-0431	DORIS IRBY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/23/23	272932				FLEET MANAGEMENT-GARAGE

Account	Amount	Remaining Budget
***** General Ledger Summary Section *****		
Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.44020.	20806.80	3758905.18
FLEET MANAGEMENT EXP OPERATING SUPPLIES		

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

Activity	Date	Clerk	Comment
CCancelled	03/31/23	ANNE FOLEY	GL Allocation, GL Allocation,
Approved	03/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/23/23	JAMES DELAPP	
Approved	03/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/03/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	04/03/23	JAMES DELAPP	
Approved	04/03/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	04/03/23	DONALD ROSE	Approved by: 9105fola
Approved	04/03/23	SANDRA LEWIS	Auto approved by: 910516727
Approved	04/03/23	KAREN NAMAN	Auto approved by: 910516727
Approved	04/03/23	JOHN PAINE	Auto approved by: 910516727
Approved	04/03/23	MICHAEL SPAFFORD	Auto approved by: 910516727

Authorized By: _____ Date: _____
Signature

Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9

Awarded to:

Contract # R220801

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that CDW-Government LLC demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Collectively, CDW-G is unmatched in the depth and breadth of experience with the top three public cloud providers, AWS, Azure and Google Cloud Platform. Certified technical specialists to advise, plan, implement and manage unique and critical hybrid IT environment. Professional Services for multicloud span an incredible array of disciplines and technologies, and every critical path is covered.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Due to the complexity and diversity of cloud offerings, please contact your CDW-G Account Rep for pricing.

OMNIA Partners, Public Sector Web Landing Page:

https://www.omniapartners.com/publicsector/suppliers/cdw-g/contract-documentation#c35648

MENU

REGISTER

There's More Purchasing Power in the Partnership

VIEW COMBINED CONTRACT PORTFOLIO

National IPA is now OMNIA Partners, Public Sector

The nation’s largest and most experienced cooperative purchasing organization for the public sector.

Our immense purchasing power and world-class suppliers have produced an extensive portfolio of cooperative contracts and partnerships, making OMNIA Partners the most valued and trusted resource for organizations nationwide.

All contracts available through OMNIA Partners are competitively solicited and publicly awarded by a lead agency (government entity/educational institution), using a competitive solicitation process consistent with applicable procurement laws and regulations.

With our even bigger team of experts dedicated specifically to municipal buying, and the nation's most comprehensive portfolio of products and services, OMNIA Partners empowers your complex agency to make budgets work harder than ever.

OMNIA PARTNERS

NATIONALIPA™ U.S. COMMUNITIES® GOVERNMENT PURCHASING ALLIANCE

Get to Know Us

Let us help deliver savings and value to your public agency.

LEARN MORE

Get in Touch

840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

866-875-3299

info@omniapartners.com

Sign up to receive email updates from OMNIA Partners, Public Sector

First name**

Last name**

Company name**

Agency Type **

Email**

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

☐

I agree*

SIGN UP FOR EMAIL UPDATES

Contracts

Solicitations

About Us

Who We Serve

Resources

Contact Us

Privacy Policy | Terms of Use

Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

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

Rachel Laurie Riddle
Chief Examiner

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

October 1, 2022

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

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

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2023**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485.

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

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

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide design-phase geotechnical engineering services for the proposed parking deck at the Mobile Civic Center

Amount of Contract:

$34,500.00

Funding Source

Project # Mobile Civic Center Parking Facility – Design-Phase Geotechnical Services CC-085B-22	**Discretionary Funds**
Project String C0806 Civic Center Parking Garage (20002000-42200)	**Contract Number:**4397
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CC-085B-22 Mobile Civic Center Parking Facility – Design-Phase Geotechnical Services	Cover Memo	3/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/4/2023 - 5:17 PM
Capital	Hollins, Tiffany	Approved	4/5/2023 - 11:58 AM
Legal	Kern, Chris	Approved	4/6/2023 - 11:43

Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:34 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GEOTECHNICAL ENGINEERING TESTING, INC.
Project Name:	MOBILE CIVIC CENTER PARKING FACILITY – DESIGN PHASE - GEOTECHNICAL SERVICES
Project Number:	CC-085B-22
Amount:	$34,500.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0806 – CIVIC CENTER PARKING GARAGE

CAPITAL PROJECT #: C0806 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CC-085B-22

CONTRACT AMOUNT: $34,500.00

PROJECT DESCRIPTION: TO PROVIDE DESIGN-PHASE GEOTECHNICAL ENGINEERING SERVICES FOR THE PROPOSED PARKING DECK AT THE MOBILE CIVIC CENTER (401 CIVIC CENTER DRIVE).

VENDOR NAME: GEOTECHNICAL ENGINEERING TESTING, INC.

VENDOR NUMBER: 72600

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ 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: Katie Cassil – Secretary III **Date:** 3/23/2023

CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: GEOTECHNICAL ENGINEERING TESTING, INC.
Professional Engineers
904 Butler Drive
Mobile, Alabama 36693

City of Mobile Business License No.: 189640

Secretary of State Registration No.: 000-033-894

For the following Project: Mobile Civic Center Parking Facility
Design Phase Geotechnical Services
401 Civic Center Drive
Mobile, Alabama 36602

Project Number: CC-085B-22

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT'S SERVICE

1.1.1 The Consultant's services consist of those described herewith and as outlined in the Consultant's Proposal for a sum not to exceed THIRTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 DOLLARS ($34,500.00).

1.1.2 The Consultant's services shall be as stated in the attached Fee Proposal dated February 27, 2023, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her "Professional Seal".

1.1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name:	Geotechnical Engineering Testing, Inc.
Address:	904 Butler Drive, Mobile, Alabama 36693
Phone Number:	(251) 666-7197
Email address:	cdoyle@geoengr.com
Name:	Curt Doyle, P.E., Principal Engineer
License No.:	PE25733

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall provide Design Phase Geotechnical Services to include Field Exploration Service, Laboratory Testing Services, and Engineering Evaluations and Reporting. The Consultant shall deliver the Work complete within: Forty-Five (45) working days from the date of the written Notice to Proceed. Deliverables shall be submitted in Electronic Digital Format files for all documents, tests, evaluations, and reports.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

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

the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

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

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated February 27, 2023.

4.1 INSURANCE
For the term of this Agreement, Consultant shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured,*** and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Workers' Compensation/Employer's Liability
Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

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

2. Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 Each Accident
Bodily Injury by Disease $1,000,000 Policy Limit
Bodily Injury by Disease $1,000,000 Each Employee

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

B. Commercial General Liability Insurance
Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. $1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. $2,000,000 Products/Completed Operations aggregate

3. $1,000,000 Personal and Advertising Injury per person/organization

4. $2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of $1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least $2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

2. Projects over $1,000,000 to be determined by Owner

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule).*

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B,

or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

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

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of $1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile. OPTION- If the Self-Insured Retention (SIR) exceeds $10,000, then City of Mobile shall have the right to review the Consultant's most recent Audited financial statement.

"Claims-made" policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant's Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated February 27, 2023;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record;
5. E-Verify Enrollment Documentation

5.2 TERMINATION OF CONTRACT

The Owner or Consultant may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Consultant on this form. Notice to the City shall be addressed to the Architectural Engineering Department, 205 Government Street, 5th Floor South Tower, Mobile, Alabama 36633. The City shall not be liable for payment to the Consultant for lost profit or damages as the result of its termination of the contract.

6.1 DISPUTE RESOLUTION

A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

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

7.1 NON-DISCRIMINATION

A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that

all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

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

9.1 NON-ASSIGNMENT

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

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to affect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Consultant in every respect and shall take all steps at its own expense, as City may from time-to-time request, to indicate that it is an independent Consultant. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Consultant shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: **City of Mobile**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONSULTANT: **Geotechnical Engineering Testing, Inc.**

Signature

Curt Doyle, P.E., Principal Engineer
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Curt Doyle as President of Geotechnical Engineering-Testing, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of corporation.
Sworn to and subscribed for me this 14 day of March 2023.

NOTARY PUBLIC
My Commission Expires:

JACQUELINE TOKUHARA
Notary Public
Alabama State at Large

My Commission Expires
August 16, 2026

Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

February 27, 2022

Gregg Blaize
Capital Improvement Project Manager
City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, AL 36633

Email: gregg.blaize@cityofmobile.org

Re: Proposed Scope of Services and Fees for Design Phase Geotechnical Engineering Services for the Proposed City of Mobile – Civic Center Parking Deck in Mobile, Alabama

Mr. Blaize:

Geotechnical Engineering-Testing, Inc. is pleased to offer our proposed scope of services and estimated fees for the design-phase geotechnical engineering services for the proposed City of Mobile Civic Center Parking Deck to be constructed within the Civic Center parking lot adjacent to Claiborne Street in Mobile, Alabama. After visiting the site, reviewing the conceptual drawings that were provided, and reviewing the results of previous soils explorations and geotechnical engineering evaluations performed near this proposed structure, we believe we have an understanding of the geotechnical engineering requirements for this project.

Although the exact building size and dimensions have not been determined at this time, we understand that the proposed structure will be a 6-level parking structure with an approximate 70,000 square ft footprint. It is anticipated that the dimensions will be approximately 300 ft by 240 ft. Approximate column loads will range between 1000 and 2500 kips.

Based upon our review of several previous soils explorations performed in the area, the soil conditions are somewhat variable. In general, the upper 15 to 25 ft of soils in the area are very loose sands. However, pockets of very soft clays and organic clay soils were encountered within this upper sand layer. Below the upper very loose sands and/or soft clays, firm to dense sands were generally encountered to about 90 ft below ground surface where stiff clay soils were encountered.

We propose to explore the subsurface soils at the project site by making soil test borings and performing physical laboratory soil mechanics tests on selected soil samples recovered from the boring operation. These soils explorations will be performed under the supervision of a licensed engineer with our firm. The exploration results will be evaluated, engineering analyses will be made, and our opinions and geotechnical engineering recommendations will be formulated for the project. More specifically, we plan to make recommendations for site preparation and for design and construction of building foundations utilizing deep foundations due to the upper loose sands/soft clays and the high column loads. Additionally, we plan to provide recommendations for floor slab construction and underground excavations.

A formal engineering report of our findings and recommendations will be prepared by the project engineer. This engineer will be available to perform a review of the final construction documents to verify that the intent of the final geotechnical report is incorporated into the final design. Our professional services for this project will be performed, our findings obtained, and our recommendations prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

We propose to perform ten soil borings for this project. GET personnel will stake these borings in the field using the plans provided. The final locations will be determined using a submeter GPS unit.

The soil borings will extend to depths of about 100 ft below ground surface. Boring depths may be varied slightly during the field investigation phase of the project due to subsurface conditions. Boreholes will be advanced using the rotary wash method with a bentonite slurry drilling fluid circulated through the boreholes to stabilize the walls and bottoms and to transport soil cuttings to the ground surface. Boring operations will be conducted in general accordance with standard procedures for boring and sampling soils.

Standard penetration tests will be performed and split spoon soil samples will typically be collected continuously from the surface to a depth of 7.5 ft, at 2.5 ft intervals from 7.5 ft to 15 ft, and then at the standard 5 ft interval to the boring termination depths. This closer than the standard 5 ft sampling interval will better delineate the soil stratification and provide additional data for evaluation of the foundation soils. Within soft or medium consistency cohesive soils, undisturbed tube samples with be collected between, or in lieu of, standard penetration test samples. After allowing time for it to stabilize, ground water depths will be measured within the boreholes and then the boreholes will be backfilled with soil cuttings.

The standard penetration test soil samples will be field logged, retained in moisture-tight plastic bags, and, along with the sealed tube samples, transported to the laboratory for additional visual examination and for laboratory testing. Logs of Boring will be prepared for these soil test borings.

We plan to perform physical laboratory soil mechanics tests on selected soil samples recovered from the borings. The number and types of these tests will depend on the apparent types and conditions of soils encountered by the borings. We anticipate that these laboratory tests may include moisture content, Atterberg limits, grain size analysis, shear strength, and dry unit weight. These tests will be performed in general accordance with the applicable laboratory testing standards.

Our fee for the geotechnical design phase of this project is $34,500.00. This fee will be separated into three categories and invoicing will be based upon a percent of each phase completed at the end of each month.

Field Exploration Services:	Lump Sum = $20,000.00
Laboratory Testing Services:	Lump Sum = $4000.00
Engineering Evaluations & Reporting:	Lump Sum = $10,500.00

After project plans have been significantly completed, an estimate for construction phase testing services can be provided.

Geotechnical Engineering-Testing, Inc. appreciates this opportunity to provide engineering services to the City of Mobile. Should questions arise regarding this proposal or if we have misinterpreted your request or the information provided, please let us know. We will be most willing to discuss this proposal and to make any changes that are appropriate for the project. We thank you very much for your consideration of our firm.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.

Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 2/27/2023



Alabama Secretary of State

Geotechnical Engineering Testing, Inc.	
Entity ID Number	000 - 033 - 894
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	03/27/1974
Registered Agent Name	Not Provided
Registered Office Street Address	Not Provided
Registered Office Mailing Address	Not Provided
Nature of Business	---
Capital Authorized	$1,000
Capital Paid In	$1,000
Incorporators	
Incorporator Name	DOYLE, LYNN
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DOYLE, SARAH
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	KARRH, JOHN BARNARD
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

E-Verify

Company ID Number: 296114

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Geotechnical Engineering Testing, Inc.

Company Facility Address: 804 Butler Drive
Mobile, AL 36693

Company Alternate Address:

County or Parish: MOBILE

Employer Identification Number: 630864448

North American Industry Classification Systems Code: 541

Parent Company:

Number of Employees: 20 to 99

Number of Sites Verified for: 2

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

E-Verify

Company ID Number: 298114

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Geotechnical Engineering Testing, Inc.

Doyle B Clayton Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	01/13/2010 Date

E-Verify

Company ID Number: 298114

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrators for your Company on policy questions or operational problems:

Name:	Hank Oakes		
Telephone Number:	(251) 666 - 7197 ext. 12	Fax Number:	(251) 666 - 7380
E-mail Address:	hoakes@geoengr.com		
Name:	Doyle B Clayton		
Telephone Number:	(251) 666 - 7197 ext. 20	Fax Number:	(251) 666 - 7380
E-mail Address:	cbdoyle@geoengr.com		
Name:	Jane Harmon		
Telephone Number:	(251) 666 - 7197 ext. 21	Fax Number:	(251) 666 - 7380
E-mail Address:	jharmon@geoengr.com		

GEOTENG-01 KHAYWARD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2023

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

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

PRODUCER The Prewitt Group 2146 Highland Avenue South Birmingham, AL 35205	CONTACT NAME: Amy Price PHONE (A/C, No, Ext): (205) 397-5105 FAX (A/C, No): (205) 397-5155 E-MAIL ADDRESS: aprice@prewitt.group
INSURED Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Axis Specialty Ins. Co. — 15610 INSURER B : Sentry Insurance — 24988 INSURER C : The Sheffield Group INSURER D : CNA Insurance Company INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	EMP1900102504	5/22/2022	5/22/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	A0068115	5/22/2022	5/22/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	EMX2000054903	5/22/2022	5/22/2023	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	41359-00	1/1/2023	12/31/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab			MCH591949859	5/22/2022	5/22/2023	Each claim/Aggregate	2,000,000
A	Contractor Pollution			EMP1900102504	5/22/2022	5/22/2023	Each claim $1M Aggre	2,000,000

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

Coverage for Worker's Compensation is limited to the provisions of the Alabama Workers Compensation Law.

Re: Project #CC-085B-22, Mobile Civic Center Parking Facility Design Phase Geotechnical Services, 401 Civic Center Drive, Mobile, Alabama 36602.

City of Mobile is named Additional Insured with Waiver of Subrogation in regard to General Liability, Automobile Liability and Umbrella Liability policy when required by written contract, per policy terms and conditions.. General Liability provided the Additional Insureds includes On-Going and Completed Operations when required by written contract, per policy terms and conditions. If required by written contract, the coverage provided the Additional Insureds

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
City of Mobile 205 Government Street P. O. Box 1827 Mobile, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of the premium charged, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Policy number: EMP19001025-04

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an Additional insured. However, this status exists only for the project specified in that contract.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

AGENCY CUSTOMER ID: GEOTENG-01 KHAYWARD

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
The Prewitt Group		Geotechnical Engineering Testing Inc. Geothermal Solutions 904 Butler Dr. Mobile, AL 36693
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
will apply on a Primary and Non-Contributory basis over other valid and collectable insurance. Thirty (30) Day Notice of Cancellation provided directly by carrier, except Ten (10) Day Notice for Cancellation for Non-Payment of Premium.

Workers Comp: Waiver of Subrogation in favor of City of Mobile in regard to Workers Compensation when required by written contract.

ACORD 101 (2008/01)

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AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

One-year contract, renewable for two addl one-year periods, w/o further Council action with Medical Disposal Systems, for medical waste disposal services for Mobile Fire Rescue Dept./Animal Shelter.

General fund/EMS

Amount of Contract:

Approx $13,000.00 per year

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

ATTACHMENTS:

Description	Type	Upload Date
2023 Agenda Package Med Waste	Cover Memo	3/31/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Holt, Robert	Approved	4/3/2023 - 5:21 AM
Legal	Kern, Chris	Approved	4/4/2023 - 1:55 PM
			4/4/2023 - 1:55

Legal	Kern, Chris	Approved	4/6/2023 - 2:35 PM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

R E S O L U T I O N

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Medical Disposal Systems, to provide medical waste disposal services for the Mobile Fire Rescue Department and Animal Shelter, for one year, renewable annually without further approval required by Council, for up to a total of three years, in an amount as needed for approximately $13,000.00 per year, as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

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

City of Mobile

Project:

AGREEMENT

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

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

ARTICLE 1. **Scope of the Work.** The service, term, location, frequency and lump sum cost or unit price of the work are as set out in Exhibit A, the bid proposal, which is attached to this Agreement and incorporated by reference herein for disposal service for blood contaminated medical products, supplies and sharps.

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

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

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

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

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

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

c. Professional liability insurance

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

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Provider of any of its obligations under the terms of this Agreement, the City has the right to terminate the Agreement and pay only for work successfully performed. In the further event that City shall engage

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

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

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

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

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

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

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

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

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

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

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

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

Notices to Provider shall be mailed to:
PO BOX 161417
ALTAMONTE SPRINGS, FL 32716

ARTICLE 14. Compliance with Alabama Immigration Law

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

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

ARTICLE 15. Boycott

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

ARTICLE 16. Signatures:

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

PROVIDER,

Pamela Thompson, Its Manager (title)

On behalf of Medical Disposal Systems

3/30/23 Date

State of Alabama

Mobile County

I, Kayle Morrison, a Notary public in and for said County, in said State, hereby certify that Pamela Thompson, whose name as Manager of Medical Disposal Systems a corporation is signed to the foregoing Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Agreement, he, as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation, acting in its capacity as Manager (corporate title) as aforesaid. Given under my hand this the 30 day of March, 2023.

Kayle Morrison

Notary Public

My Commission expires on: 02/10/2027

CITY,

_____ _____

Its Mayor Date

ATTEST:

_____ _____

City Clerk Date

EXHIBIT A

SEALED BID

Do Not Return Via Email or Fax

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

CITY OF MOBILE

Purchasing Department and Package Delivery:

Government Plaza
4th Floor, Room S-408
205 Government St.
Mobile, Alabama 36644

Postal Service Does Not Deliver to This Street Address

BID SHEET

This is Not an Order

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

Typed by: en Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be deliverd F.O.B. Mobile to:
03/06/2023	5784	Fire	As Specified

This bid must be received and stamped by the Purchasing office not later than: **12:01 PM, FRIDAY, MARCH 24, 2023**

QUANTITY	ARTICLES (Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.)	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Disposal Service for Blood Contaminated Medical Products, Supplies, and Sharps Vendor shall be responsible to pick up and dispose of all blood contaminated materials and sharps from the City of Mobile as per applicable rules and laws. Vendor shall provide the necessary containers for the transport of blood contaminated materials and sharps from the City of Mobile. The City of Mobile generates approximately 288 32-gallon containers of blood contaminated waste per year on the average. At the start of the service, vendor shall provide a minimum of five (5) 32-gallon reusable red containers with 3 ml red bag liners installed at each of the approved pick-up locations for the packaging of blood contaminated materials and sharps to eleven (11) locations. The number of locations may be increased or decreased as necessary. Vendor must sterilize all containers after each use with the chemical Disinfectant Super HDQ, Neutral by Spartan Chemicals or equal product. Vendor shall replace filled containers with empty containers on a one-for-one basis. All containers of waste will be removed from the Department facilities.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

Phone Number 228-217-7002

Email Address pam@refuseorgmt.com

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

State delivery time within 3 days of receipt of P.O.

Firm Name Medium Disposal Systems

Signature Pamela Thompson

Type or Print Name Pamela Thompson

BID CONTINUATION SHEET

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

Vendor shall make pickups every two (2) weeks at each of the locations below.

The following locations will be the initial pick up points for containers of Blood Contaminated Medical Products.

1.	Station 01	6801 Overlook Road
2.	Station 03	701 Saint Francis
3.	Station 06	2525 Hillcrest Road
4.	Station 07	5525 Commerce Blvd. E
5.	Station 12	200 Davenport Avenue
6.	Station 14	2062 Dr. Martin Luther King Jr. Dr
7.	Station 16	1951 Maryvale Street
8.	Station 22	4710 Airport Boulevard
9.	Station 23	2711 Airport Boulevard
10.	Station 26	8080 Airport Boulevard
11.	Station 28	7050 Old Military Road

All containers of Blood Contaminated Medical Products, Supplies, and Sharps will initially be picked up front the above locations.

If required by the City of Mobile additional pickups will be made. Additional pickups will need to be authorized beforehand by the City of Mobile.

Vendor is to supply a Certificate of Destruction, verifying disposal to the Department. Vendor shall provide Certification of Certified Hazardous Waste Specialist on staff.

Vendor shall provide to City all Licenses, DOT, EPA, ADEM, ETC., showing vendor is licensed to handle and dispose of Blood Contaminated Medical Products, Supplies and Sharps.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By Pamela Thomp

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

BID CONTINUATION SHEET

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

The successful Vendor will be required to provide a Certificate of Insurance with the below requirements as listing the City of Mobile as additional insured.

Vendor Shall Have in General:

$ 2,000,000.00 Product Liability
$ 1,000,000.00 General Liability
$ 1,000,000.00 Aggregate Insurance

Complete Insurance Requirements may be viewed at **cityofmobile.org/bids** at the electronic online version of this bid.

Vendor shall provide a single bill per month showing the dates, locations of service, quantities picked up from each location, as well as, documentation of the pickups.

The bill and supporting documentation will be sent to the City of Mobile Accounting Department. Bills sent to pick up locations; Fire Stations, Fire Headquarters or Location other than the designated location will not be processed. Attempted collection by Vendor of mis-sent past due bills by Collection Agency will not be considered.

City of Mobile will not pay for "Dry" Runs to a location where there is no pickup or if Vendor has to return for a second time as there are no City employees at location when Vendor attempted a pick up.

Due to the Nature of Municipal Fire-Service, there is not always someone at a Fire Station. Crews must respond to calls, leaving the Station unattended.

If station is not occupied at time of attempted pick up, Vendor will need to return at later time to make pick up. City will not pay for a trip to a station where waste is not picked up.

NOTE: City will not wait two (2) weeks for a return visit if the above occurs.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medium Disposal Systems

By Chele Thorn

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

BID CONTINUATION SHEET

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

If necessary, City can arrange to have the waste pickup truck met if Fire Station is unoccupied for an extended period day by day.
Vendor shall bid price per container to include in the price per container, cost of container, cost of pick up/transport and disposal of blood contaminated products. City of Mobile will not add after the fact any additional fees or charges to include fuel surcharge, transportation, disposal, etc. The price shall be the same per container for all containers at all locations for the term of the contract. There shall be neither variance of the price nor addition of fuel surcharges, etc...

Due to ongoing Fire Station renovation and repairs, some stations may be closed for extended periods of time. The City will notify the drivers of the pending close of a station. The city will not pay for dry runs at closed fire stations. There may, however, be circumstances where notification is not possible due to emergency closures, water leaks, heating and cooling failures, storm or building failures or even a fire—(yes firehouses do have fires).

Vendor will be responsible to pick up unused containers at conclusion/end of contract. City will not allow subcontracting of the pick up of medical waste.

The City of Mobile Animal Shelter will also be included in this Contract. They have one (1) Location; will also require two (2) week pickups unless changed by the City of Mobile in writing by letter.

City of Mobile Business License will be required of a successful vendor.

The same price per container shall pertain to all locations.

Price per container picked up and disposed: $45 per container

Size of container to be provided: 32 gallon containers

Product used to disinfect reusable containers: Zep Anti Bacterial disfectant & Cleaner - Hospital Grade Germicidal Cleaner & deodorant.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By Paula Morgan

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

BID CONTINUATION SHEET

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

Description of containers to be provided for transport of Blood Contaminated items:

Leak & Puncture Resistant, OSHA & DOT Required test, 2 sided handles, fire Resistant

SAMPLE of this contract that will need to be signed as part of the award of this bid may be viewed at cityofmobile.org/bids; look up this bid number. **This sample does not have to be signed or returned as part of your bid response.**

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

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

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

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

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

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By [signature]

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

BID CONTINUATION SHEET

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

Pricing to be firm for one (1) year following the approval of Contract by the City of Mobile. At the option of the City, the award of this bid may be extended for two (2) additional one (1) year periods.

TO BE AWARDED ALL OR NONE

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name Medical Disposal Systems

By [signature]

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

VENDOR SHALL PROVIDE WITH THEIR BID THE FOLLOWING:

1. Registration with the Alabama Secretary of State to do business in the State of Alabama.

   State of Alabama Entity Number 000.322-401

   ✓ Attach copy of Entity Registration Certification

2. Permitted with Alabama Department of Environment Management as a ADEM Medical Waste Transporter

   Provide copy of Face page of permit showing date issued and date of expiration.

3. Registration with E-Verify Program

   Registration Number 935065

   Attach copy of Registration showing number and vendor name.

4. Letter from Insurance Carrier that Bidder can get the Insurance as required by attached copy of Contract. Copy of COI Attached

5. Copy of City of Mobile Business License or most recent. If expired, vendor will need to provide a new active license prior to award of this bid.

6. If waste is being destroyed/disposed of in the State of Alabama, provide the name of the vendor and location. Provide copy of their permit to destroy/dispose of the Medical Waste.

7. If transporter is out of the state of Alabama, state the name and location of where the transported Medical Waste will be destroyed or disposed of.

8. Provide Name and Certification of Certified Hazardous Waste Specialists or Staff

If Bidder fails to provide with the bid the required forms or certificates, the bid will be rejected.

EXHIBIT B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/17/2023

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

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

PRODUCER	CONTACT NAME: Wendy Tyree	
LassiterWare, LLC 1300 N. Westshore Blvd. Suite 110 Tampa FL 33607	PHONE (A/C, No, Ext): (800) 845-8437	FAX (A/C, No): (888) 883-8680
	E-MAIL ADDRESS: wendyt@lassiterware.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Homeland Insurance Company of New York	34452
INSURER B :	Atlantic Specialty Insurance Company	27154
INSURER C :	QBE Insurance Corporation	39217
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Medical Disposal Systems, Inc.
P.O. Box 161417
Altamonte Springs FL 32716

COVERAGES **CERTIFICATE NUMBER:** 22-23 Cert **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractors Pollution Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			7930104180002	08/04/2022	08/04/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			7930104170002	08/04/2022	08/04/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ $ $ $ 10,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		QWC3001330	10/24/2022	10/24/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability (Claims-Made) Limits Included with General Liability			7930104180002	08/04/2022	08/04/2023	Each Claim Aggregate	$1,000,000 $2,000,000

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

CERTIFICATE HOLDER

City of Mobile
205 Government Street
Mobile AB 36644

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Patricia Marie Schmaltz

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EXHIBIT C

Alabama Secretary of State

Medical Disposal Systems, Inc	
Entity ID Number	000 - 322 - 401
Entity Type	Foreign Corporation
Principal Address	3941 BRYN MAWR STREET ORLANDO, FL 32808
Principal Mailing Address	PO BOX 161417 ALTAMONTE SPRINGS, FL 32716
Status	Exists
Place of Formation	Florida
Formation Date	05/30/1989
Qualify Date	11/21/2014
Registered Agent Name	MORRIS, RON
Registered Office Street Address	712 OAK CIRCLE DR WEST STE B2 MOBILE, AL 36609
Registered Office Mailing Address	712 OAK CIRCLE DR WEST STE B2 MOBILE, AL 36609
Nature of Business	
Capital Authorized	
Capital Paid In	
Doing Business in AL Since	11/01/2014
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	11/21/2014 Certificate of Formation 8 pgs.

Browse Results New Search

CITY OF MOBILE

BUSINESS LICENSE

Mobile, Alabama

POST IN A CONSPICUOUS PLACE - LICENSE IS NOT TRANSFERABLE

Issued to:

MEDICAL DISPOSAL SYSTEMS T02
3941 BRYN MAWR ST
FL 32808

YEAR	LICENSE NO
2023	101095

ISSUED	EXPIRES
2/27/2023	12/31/2023

621399 HEALTH AND/OR ALLIED SERVICES

Donna G. Bryars

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

www.cityofmobile.org/revenue

MEDICAL DISPOSAL SYSTEMS T02
P O BOX 161417
ALTAMONTE SPRINGS FL 32716

ADEM

ALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

MEDICAL WASTE TRANSPORTER PERMIT

PERMITTEE:	**Medical Disposal Systems, Inc.**
FACILITY NAME:	**Medical Disposal Systems, Inc.**
FACILITY LOCATION:	3941 Bryn Mawr Street Orlando, Florida 32808
PERMIT NUMBER:	TRN 050813-FL10
WASTES APPROVED FOR TRANSPORT:	All medical waste defined in Rule 335-17-1-.02 of the ADEM Administrative Code.

TRANSPORTATION MODE: Highway

In accordance with and subject to the provisions of the Solid Wastes and Recyclable Materials Management Act, as amended, Code of Alabama 1975, §§22-27-1 to §§22-27-27, the Alabama Environmental Management Act, as amended, Code of Alabama 1975, §§22-22A-1 to 22-22A-15, and rules and regulations adopted thereunder, and subject to the conditions set forth in this permit, the Permittee is hereby authorized to transport the above-described medical wastes by the above-described transportation mode within the State of Alabama.

ISSUANCE DATE:	**September 2, 2022**
EFFECTIVE DATE:	**September 2, 2022**
EXPIRATION DATE:	**September 2, 2025**

Alabama Department of Environmental Management

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-1405564

48-BID-6011858

Biomedical Waste - Treatment

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Overland Holding Corporation
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Overland Holding Corporation

Original Customer: Medical Disposal Systems Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-1405564

48-BID-6011858

Biomedical Waste - Treatment

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Overland Holding Corporation
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Overland Holding Corporation

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

48-64-01851
Reg No: 7032
Transporter Number of Trucks: 3

48-BID-6011834

Biomedical Waste - Transporter

Issued To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $220.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Mail To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

Original Customer: Medical Disposal System/Transport (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Registration

48-64-01851
Reg No: 7032

48-BID-6011834

Biomedical Waste - Transporter

Issued To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $220.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Mail To: Medical Disposal System/Transport
3941 Bryn Mawr Street
Orlando, FL 32808

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-01790

48-BID-6011849

Biomedical Waste - Storage

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

Original Customer: Medical Disposal Systems Inc (NON-TRANSFERABLE)

DISPLAY CERTIFICATE IN A CONSPICUOUS PLACE

STATE OF FLORIDA
DEPARTMENT OF HEALTH
Operating Permit

48-64-01790

48-BID-6011849

Biomedical Waste - Storage

Issued To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

Mail To: Medical Disposal Systems Inc
3941 Bryn Mawr Street
Orlando, FL 32808

County: **Orange**
Amount Paid: $170.00
Date Paid: 09/20/2022
Issued Date: 10/01/2022
Expires On: 09/30/2023

Issued By:
Department of Health in Orange County
1001 Executive Center Drive, Suite 200
Orlando, FL 32803
(407) 858-1497

Owner: Medical Disposal Systems Inc

March 23, 2023

City of Mobile
Purchasing Department
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

MDS is a biomedical waste transport and disposal company for medical waste generators. Medical Disposal Systems is a company created from the ground up to be exceptionally responsive to our customers. Decisions are made locally, are made quickly, and are implemented thoroughly. We have the resources and the flexibility to get the job done, no matter what it takes. **In short, we answer our phones, respond to our customers and we do what we promise.**

Pamela Thompson will be your primary contact, along with our professional drivers:

Albert Soto
Jeff Dubuisson
David Clark
Brandon Watson

All have been properly trained in the handling of Bio-Medical Waste.

" Helping to Protect the Environment"

Pam Thompson
Medical Disposal Systems
228-217-7002 Cell
888-MDS-1233 Phone
407-862-1887 Fax

www.medicaldisposalsystems.com

EXHIBIT D

E-Verify

Company ID Number: 468942 Client Company ID Number: 835065

Information Required for the E-Verify Program Information relating to your Company:	
Company Name	Medical Disposal Systems
Company Facility Address	3841 Bryn Mawr St Orlando, FL 32808
Company Alternate Address	P. O. Box 161417 Altamonte Springs, FL 16417
County or Parish	MARION
Employer Identification Number	592957618
North American Industry Classification Systems Code	813
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To replace the expansion joint in the Exhibit Hall at the Arthur R. Outlaw Convention Center

Amount of Contract:

$57,977.00

Funding Source

Project # Arthur R. Outlaw Convention Center - Exhibit Hall Expansion Joint Replacement CN-023-23	**Discretionary Funds**
Project String C0803 CONV CTR-EXPANSION JOINT REPLACEMEN (20002000-48010)	**Contract Number:**4399
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
CN-023-23 Arthur R. Outlaw Convention Center - Exhibit Hall Expansion Joint Replacement	Cover Memo	4/3/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	4/4/2023 - 5:16 PM
Capital	Hollins, Tiffany	Approved	4/5/2023 - 12:23 PM
Legal	Kern, Chris	Approved	4/6/2023 - 11:47 AM

Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:34 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	ROB'T J. BAGGETT, INC.
Project Name:	ARTHUR R. OUTLAW CONVENTION CENTER – EXHIBIT HALL EXPANSION JOINT REPLACEMENT
Project Number:	CN-023-23
Amount:	$57,977.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0803 – CONV CTR-EXPANSION JOINT REPLACEMEN

CAPITAL PROJECT #: C0803 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: CN-023-23

CONTRACT AMOUNT: $57,977.00

PROJECT DESCRIPTION: TO REPLACE THE EXPANSION JOINT IN THE EXHIBIT HALL AT THE ARTHUR R. OUTLAW CONVENTION CENTER (1 SOUTH WATER ST.).

VENDOR NAME: ROB'T J. BAGGETT, INC.

VENDOR NUMBER: 20370

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

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ___ ; 5% of the 1st 50% X or

If different, indicate special rate _____

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

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

Prepared by: Katie Cassil – Secretary III **Date:** 4/03/2023

AIA® Document A101® – 2017

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

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

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

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

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

Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

City of Mobile Business License Number: 036051
Secretary of State Registration Number: 000-042-744

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

Arthur R. Outlaw Convention Center
Exhibit Hall Expansion Joint Replacement
1 South Water Street
Mobile, Alabama 36602
CN-023-23

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

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

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User Notes: (895633528)

TABLE OF ARTICLES

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2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Paragraph deleted)

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

(Paragraphs deleted)

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

§ 3.3 Substantial Completion

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

[X] Not later than Sixty (60) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Table deleted)
(Paragraph deleted)

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

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Fifty-Seven Thousand Nine Hundred Seventy-Seven and 00/100 Dollars ($57,977.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$52,875.00
Additive Alternate #1:	$ 5,102.00
Total Contract Sum:	$57,977.00

§ 4.2 Alternates

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

Item	Price
Expansion Joint Cover over existing wall joint	$ 5,102.00

(Table deleted)
(Paragraphs deleted)

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

(Table deleted)
Contingency Allowance: **N/A**

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

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

Item	Units and Limitations	Price per Unit ($0.00)
		$

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

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

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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User Notes: (895633528)

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 5.1.7 Retainage

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

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

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

N/A

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

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

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

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

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

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

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

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

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

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

The Notice of Completion shall read as follows:

STATE OF ALABAMA

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User Notes:
(895633528)

COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rob't J. Baggett, Inc. has completed the contract CN-023-23 for the Arthur R. Outlaw Convention Center – Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, Alabama 36602. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

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

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

N/A

§ 6.2 Binding Dispute Resolution

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

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

§ 7.1.1 TERMINATION OF CONTRACT

The Owner or Contractor may terminate the contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed (fill in address). The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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User Notes: (895633528)

Director of Real Estate Asset Department
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Charles D. Dicks, Jr., President
Rob't J. Baggett, Inc.
759 Holcombe Avenue
Mobile, Alabama 36606
(251) 473-3290

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

§ 8.5 Insurance and Bonds

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

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

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

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

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

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

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C. Bodily Injury by Disease $1,000,000 each policy

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

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

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

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

.6 Such comprehensive policy shall include the following:

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

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

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

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

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

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,

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C. Bodily Injury and Property damage — $1,000,000 combined single limit

.8 Umbrella/Excess Liability: — $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

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

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

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

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

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

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

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

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

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

.13 "In Rem" endorsement.

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

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

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

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

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

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

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

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

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§ 8.6
(Paragraphs deleted)
Indemnification:
The Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with the contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other Provisions:
Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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

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

(Paragraphs deleted)

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

(Paragraph deleted)

.3 Drawings

Number	Title	Date
EJ1.0	Expansion Joint Plan and Details	January 24, 2023

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	February 2, 2023
Section 01230	Alternative Bid Items	February 2, 2023
Section 01330	Submittal Procedures	February 2, 2023
Section 01600	Materials and Equipment	February 2, 2023
Section 01635	Substitution Procedures	February 2, 2023
Section 01731	Cutting and Patching	February 2, 2023
Section 01770	Close Out Procedures	February 2, 2023

.5 Addenda, if any:

Number	Date
Addendum #1	February 6, 2023
Addendum #2	March 1, 2023
Addendum #3	March 6, 2023

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

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

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

Document	Title	Date	Pages
N/A			

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

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders – AIA Documents A701
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	DBE Subcontracting & Major Supplier Plan
	Accounting of Sales Tax Form C-3A
Section 00500	Standard form Agreement Between Owner and Contractor- AIA Document A101
Section 00600	Bid Bond AIA A310-2010
	E-Verify Documentation
	Certificate of Substantial Completion – AIA G704
	Contractor's Affidavit of Payment of Debts and Claims – AIA G706
	Contractor's Affidavit of Release of Liens -AIA G706A
	Consent of Surety to Final Payment -AIA G707
Section 00700	General Conditions of the Contract for Construction – AIA Document A201 (w/Owner's Modifications)

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

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

9.2.8 **Breach of Contract.** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT, **or fails to** adequately perform the services required hereunder within the time limits specified herein, shall be a material breach of this CONTRACT. In the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT, the CITY may:

a. afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
b. discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
c. offset those monies disallowed pursuant to the above, against any monies billed by the CONTRACTOR but yet unpaid by the CITY.

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

City of Mobile

OWNER *(Signature)*

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

Legal Name of Party to Contract:
Contractor: Rob't J. Baggett, Inc.

CONTRACTOR *(By Signature)*

Charles D. Dicks, Jr., President
(Printed name and title)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared CHARLES D. DICKS, JR. as PRESIDENT of ROB'T J. BAGGETT, INC. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 28TH day of MARCH, 2023.

Kristina M. Nunnally

NOTARY PUBLIC
My Commission Expires: _____

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

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SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: CN-023-23
PROJECT NAME: Arthur R. Outlaw Convention Center- Expansion Joint Replacement
PROJECT LOCATION: 1 South Water Street
Mobile, Alabama, 36602

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Architectural Engineering Department and Consultant dated February 2, 2023; and all Addendum (a) Number(s) 1, 2, 3, dated 2-6, 3-1, 3-6, 2023 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Architectural Engineering Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: ROB'T J. BAGGETT, INC.

ADDRESS: 759 HOLCOMBE AVE. MOBILE, AL 36606 PHONE 251-473-3290

ALABAMA GENERAL CONTRACTOR LICENSE NO. 9777

CITY OF MOBILE BUSINESS LICENSE NO. 036051

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 204284

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. N/A

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] A Corporation [ ] A Partnership [ ] An Individual Doing Business

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for sixty (60) calendar days from the date of the Notice to Proceed.

Total Base Bid: $ 52,875 .00
(Fill in here and in Total Bid below)

TOTAL BASE BID: Fifty Two Thousand Eight Hundred

Seventy Five Dollars, ($ 52,875.00)
(Amount in Words) (Amount in Figures)

Additive Alternate #1:

Five Thousand One Hundred Two Dollars & No Cents $ 5,102.00
Amount in Words Amount in #'s

(Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern). Bids shall be provided in whole dollar amount with no cents.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on a bank registered to do business in the State of Alabama and which is a member of the Federal Deposit Insurance Corporation, or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

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

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten

(10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: ROB'T J. BAGGETT, INC.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: CHARLES D. DICKS, JR.
(Printed or Typed)

TITLE PRESIDENT (Printed or Typed) DATE MARCH 8, 2023

Sworn to and subscribed before me this 8TH day of MARCH 2023

Kristina M. Nunnally
Notary Public

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

Attachments:
1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)
3. Sales Tax Form C-3A
4. Supplier Diversity Subcontracting & Major Supplier Plan

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400[KC1]
SALES TAX FORM C-3A

To: City of Mobile

Date: 3-8-23

Name of Project: Arthur R. Outlaw Convention Center -Expansion Joint Replacement
Project Number: CN-023-23

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 1,678.00
ADD ALT. #1:	$ 131.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder ROB'T J. BAGGETT, INC.

Mailing Address 759 HOLCOMBE AVE., MOBILE, AL 36606

*By (Legal Signature) _____

*Name (type or print) CHARLES D. DICKS, JR. (Seal)

*Title PRESIDENT

Telephone Number 251-473-3290

EXHIBIT 3

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE., MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

RFP/RFQ Solicitation Number	CN-023-23
Project Description	ARTHUR R. OUTLAW CONVENTION CENTER-EXPANSION JOINT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 146 Female 9 Minority 17 Non-minority _____ SDVO _____ Total #of Employees 155

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DICKS, JR.

Signature: _____ Date: 3-8-23

Title: PRESIDENT

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: BRYANT BAGGETT Title: PROJECT MANAGER

Email: BRYANT@RJBAGGETT.COM Phone: 251-473-3290, EXT 121

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company ROB'T J. BAGGETT, INC. Your Bid/Proposal Amount $ 52,875.00 Date: 3-8-23

3 / 8 / 2023 Description

Name of Bidder/Proposer: ROB'T J. BAGGETT, INC. - BRYANT BAGGETT

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
M2 SOLUTIONS	251-423-33330	MATERIALS	9,020	17	YES	
IDS Sawcutting		SAWCUTTING	1,800	3.4	NO	
WHITE CAP		MATERIALS	12,687	23.9	NO	
CONCRETE RESTORATION		INSTALLATION	28,800	54.4	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: BRYANT BAGGETT Phone 251-473-3290 Email BRYANT@RJBAGGETT.COM

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
X		**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	$25,000
Capital Paid In	$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date Registered Agent Changed From	03/15/1982 * Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search

E-Verify

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

E-Verify

Company ID Number: 133278

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/28/2023

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

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

PRODUCER McGriff Insurance Services, LLC P.O. Box 10265 Birmingham, AL 35202	**CONTACT NAME:** Martha Lee Hawkins / Ext 9406 **PHONE (A/C, No, Ext):** 1-800-476-2211 **FAX (A/C, No):** **E-MAIL ADDRESS:** mhawkins@mcgriff.com
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** LM Insurance Corp **INSURER B :** Liberty Insurance Corporation — 42404 **INSURER C :** The First Liberty Insurance Corporation — 33588 **INSURER D :** Starr Indemnity & Liability Company — 38318 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** PYDUUD3L **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Limited Job Site Pollution X Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	TB5-Z51-291805-042	06/30/2022	06/30/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Total Agg Lmt-All Proj/Loc	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 25,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	AS2-Z51-291805-012	06/30/2022	06/30/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	1000587178211	06/30/2022	06/30/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC2-Z51-291805-022 Includes USL&H for AL, LA, MS	06/30/2022	06/30/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $ $ $ $

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

Project: Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement, 1 South Water Street, Mobile, AL 36602; Project #CN-023-23

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability, Automobile Liability and Umbrella Liability as required by written contract. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Umbrella Liability policies in favor of the City of Mobileas required per written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for 10 day non payment) to the certificate holder shown below.

CERTIFICATE HOLDER

City of Mobile
Architectuarl Engineering Department
P.O. ox 1827
Mobile, AL 35633-1827

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff Insurance Services, LLC	INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 03/28/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

Combined Inland Marine
Carrier: Lloyds Syndicate
Policy Term: 6/30/22 to 6/30/23
Policy No.: MIS0682985C

Limits of Liability:
Scheduled/Owned Equipment - as per schedule on file w/company
$500,000 Leased/Rented/Borrowed from others - Boom overload/overweight coverage included
$500,000 Equipment while waterborne

Deductibles:
2% of Values, Minimum 2,500 / except Cranes, 5% of Values min. 5,000 / $1,000 on Misc. & Employees Tools, 72 hour waiting period on rental reimbursement

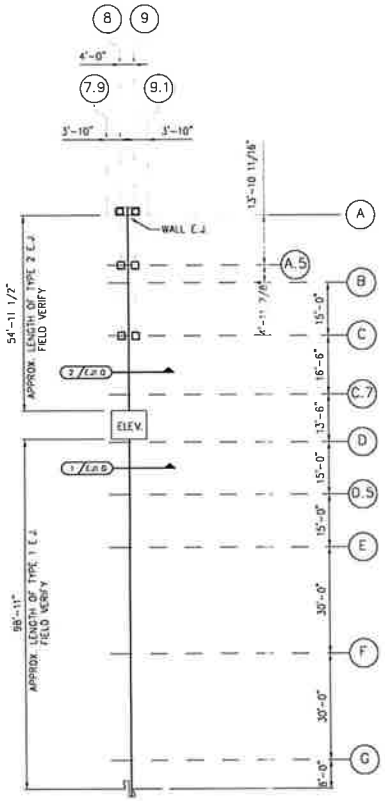
Installation:
$5,000,000 Any One Job
$5,000,000 Temporary Off Site Storage
$5,000,000 Property In Transit
$5,000,000 Annual Aggregate - Flood
$5,000,000 Annual Aggregate - Earthquake

Deductibles:
$ 5,000 Per Occurrence Except
$25,000 Flood Minimum other than Named Storms
$25,000 Earthquake Minimum

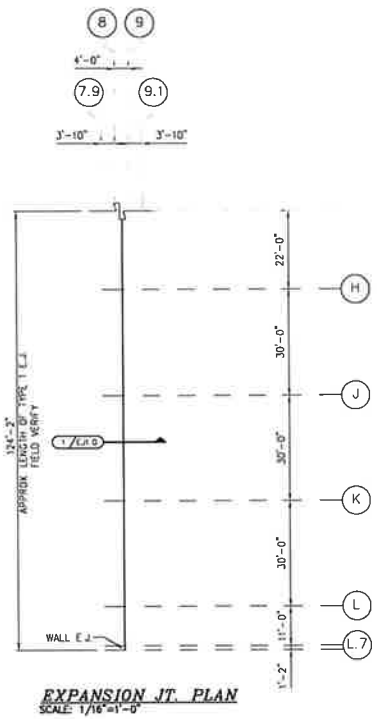
Cargo: $250,000 Any One Conveyance
Temp Storage in Transit: $250,000
Deductible: $2,500 Per Occurrence

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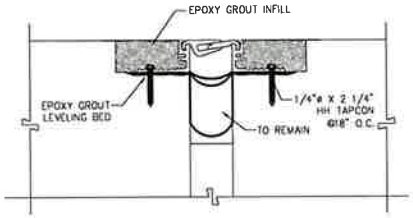
CERTIFICATE NUMBER: PYDUUD3L



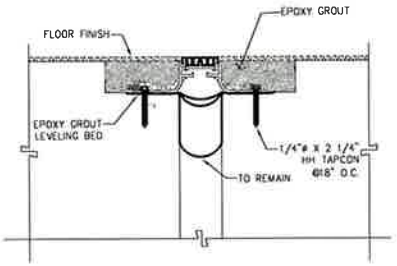
EXPANSION JT. PLAN
SCALE: 1/16"=1'-0"



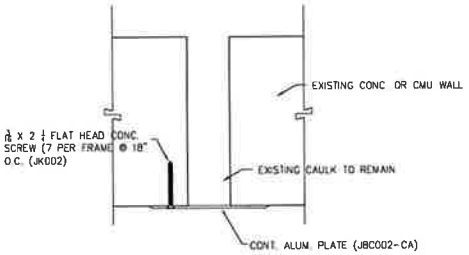
EXPANSION JT. PLAN
SCALE: 1/16"=1'-0"



NEW EXPANSION JOINT COVER
SECTION 1 / EJ1.0
NOT TO SCALE



NEW EXPANSION JOINT COVER
SECTION 1 / EJ1.0
NOT TO SCALE



NEW WALL EXPANSION JOINT COVER
DETAIL 3 / EJ1.0
NOT TO SCALE

SCALE 1/16" = 1'-0"
16' 0 16 32 FT.

GENERAL NOTES:

PROJECT SCOPE:

THE PROJECT SHALL CONSIST OF THE REMOVAL, DISPOSAL, AND REPLACEMENT OF THE INTERIOR FLOOR EXPANSION JOINT COVER NOTED ON THE PLANS INCLUDED IN THIS WORK SHALL BE THE RESTORATION AND OR CORRECTION OF THE EXISTING SUBSTRATE PROFILE TO FIT THE NEW EXPANSION JOINT AN ADDITIVE ALTERNATE TO PROVIDE A COVER PLATE FOR TWO WALL JOINTS IS PART OF THE PROJECT.

PREPARATION: THE CONTRACTOR SHALL REMOVE THE EXISTING FLOOR EXPANSION JOINTS AND GROUT AS NECESSARY TO INSTALL THE NEW JOINTS. ALL WASTE SHALL BE COLLECTED AND DISPOSED OF OFFSITE. FOLLOWING THE REMOVAL EXISTING EXPANSION JOINT AND GROUT THE SUBSTRATE SHALL BE REPAIRED AS NECESSARY TO FIT THE NEW JOINTS. ONLY SOUND MATERIAL MAY BE LEFT IN PLACE. NEW FILLER OR BEDDING MATERIAL REQUIRED SHALL BE AN EPOXY GROUT.

MATERIALS:

1. EXPANSION JOINT #1 SHALL BE 101-A01-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL
2. EXPANSION JOINT #2 SHALL BE 733-A01-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL.
3. EPOXY GROUT SHALL BE PLANIGROUT 350 AS MANUFACTURED BY MAPEI OR APPROVED EQUAL.

ALTERNATE #1: INSTALL AN EXPANSION JOINT COVER OVER THE EXISTING WALL JOINTS. THE COVER SHALL BE MODEL NUMBER 801-A07-050 AS MANUFACTURED BY INPRO OR APPROVED EQUAL.

REVISION	DATE	DESCRIPTION
-	--	ISSUED FOR BID
0	01 23 2023	ISSUED FOR OWNER REVIEW

BARTER & ASSOCIATES, INC.
Structural Engineers
1614 GOVERNMENT STREET MOBILE, ALABAMA 36604-1102
PHONE (251)473-8354 FAX (251)473-8356

Repairs to
Exhibit Hall Expansion Joints
Mobile Convention Center
City of Mobile Project: CV-021-23

SHEET TITLE:
EXPANSION JOINT PLAN AND DETAILS

SCALE: AS NOTED	DESIGNED BY: MSB	SHEET NO.
PROJECT NO: 23055	CHECKED BY: MSB	EJ1.0
PLOT SCALE:	FILE NO.:	

Addendum No. 1

To: Interested Bidders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center – Expansion Joint Replacement
Project # CN-023-23

Date: February 6, 2023

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

The Pre- Bid Conference originally Scheduled for February 20, 2023 has been **cancelled** due to Mardi Gras.

The new Pre-Bid Conference will be moved to Wednesday, February 22, 2023. *Section 8, Pre-Bid Conference shall now read:*

A. A Pre-Bid Conference **will now be held on February 22, 2023** at the Arthur R. Outlaw Convention Center, Exhibit Hall, 1 South Water Street, Mobile, Alabama, 36602 at 9:00 AM local time. The conference will include a walkthrough of the site location. Social distancing practices shall be observed, including wearing of face coverings/masks by all participants. A representative of the Bidder is encouraged to be present at the meeting. However, if no representative can be present in person, the Bidder shall contact the Project Manager at 251-490-5534, at least 24 hours prior to the meeting, in order to coordinate attendance of the meeting by conference call. Bidders are required to participate in the Pre-Bid Conference, visit the site prior to submitting a Bid and include all costs associated with the project in their Bids

B. Minutes of this conference will be made as an Addendum for the project.

END OF ADDENDUM No. 1

MOBILE
ALABAMA

Addendum No. 2

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center- Exhibit Hall
Expansion Joint Replacement
Project # CN-023-23

Date: March 1, 2023

This Addendum forms a part of, and modifies, the Project Manual for the above referenced project, dated February 2, 2023. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Forms and Specifications: N/A

Drawings: N/A

RFI's:

Item 1. Question: Event coordinator stated at the Prebid we could maybe use his dumpsters, is this still an option?

Answer: Yes

Item 2. Question: Will we need to provide a portable toilet or can our crew use the restrooms in the facility?

Answer: Contractor may use facility restrooms however they will be responsible for maintaining a clean environment.

Item 3. Question: Will we be able to use power from the facility?

Answer: Yes

Item 4. Question: If we can do all the work ourselves, do we need to have 15% DBE participation?

Answer: Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" (Exhibit 1) with their Quote Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE. Subcontractors shall be documented on or attached to the DBE Form when submitted. During construction, contractors are required to submit a "DBE Utilization Report" with every Pay Application.

Contractors should contact the City of Mobile, Supplier Diversity Manger for assistance with DBE Subcontracting information and any questions regarding the DBE Compliance Forms contact: Archnique Kidd @ 251-208-7967 or Archnique.kidd@cityofmobile.org.

END OF ADDENDUM NO. 1

ARTHUR R. OUTLAW COVENTION CENTER
EXPANSION JOINT REPLACEMENT
CN-023-23
PRE-BID CONFERENCE

9:00 AM Artur R. Outlaw Convention Center
1 South Water Street

AGENDA

1. Attendance roster. Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

2. Introductions - Owner Contacts, Architect & Consultants, AE Project Manager.

3. Discussion of Scope of Work.
   a. The Scope of Work (base bid) for the Project shall be as follows:
      Removal, disposal and replacement of the interior floor expansion joint cover noted on the plans. Included in this Work shall be the restoration and or correction of the existing substrate profile to fit the new expansion joint. An additive alternate to provide a cover plate for two wall joints is also part of the Project.

      PREPARATION: Contractor shall remove the existing floor expansion joints and grout as necessary to install the new joints. All waste shall be collected and disposed of offsite. Following the removal of existing expansion joint and grout, the substrate shall be repaired as necessary to fit the new joints. Only sound material may be left in place. New filler or bedding material requires shall be an epoxy grout.

      MATERIALS:
      Expansion Joint #1 shall be 101-A01-050 as manufactured by INPRO or Approved Equal.
      Expansion Joint #2 shall be 733-A01-050 as manufactured by INPRO or Approved Equal.
      Epoxy Grout shall be PLANIGROUT 350 as manufactured by MAPEI or Approved Equal.

      ALTERNATE #1: Install an expansion joint cover over the existing wall joints. The Cover shall be model number 801-A07-050 as manufactured by INPRO or Approved Equal

4. There is NO Contingency Allowance.

5. Protect all existing non-moveable items through the course of construction. Verify with Project Manager if non-moveable item is in conflict with work areas.

6. Contractor must obtain permits and arrange for all permit inspections required by the City of Mobile. There is no charge for the Permit. Subcontractors will need to obtain their own permits.

7. Before Bidding, Contractor shall verify their license classification of their General Contractors license with the State of Alabama Licensing Board.

8. Contractor shall have access to the site Monday through Friday, 7:30 am until 5:00 pm unless approved differently by Project Manager.

9. Contractor shall keep an exceptionally clean site. All Construction and lay down area must be protected from public.

10. Remove waste, spoils, surplus materials and rubbish from the site. On-Site Dumpster location to be coordinated with Owner Contact. Do not use facilities waste bins or dumpsters. Site must be kept clean.

11. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to Gregg Blaize at gregg.blaize@cityofmobile.org.

12. Cut off time for submission of RFIs is by 3:00 pm 5 days before the bid opening date. All requests are to be submitted via e-mail to Gregg Blaize.

13. Cut off time for substitution requests is by 3:00 pm 5 days before the bid opening date. All requests are to be submitted via e-mail to Gregg Blaize.

14. Official clarifications or corrections will be made by written addendum sent to all registered prospective bidders via e-mail. Only clarifications immortalized in Addendums are valid.

15. Arrangements for an additional site inspection can be made by contacting Brandt Wilhelm, Regional Director of Operations for the Arthur R. Outlaw Convention Center at 251.208.2127 or Gregg Blaize at 251.490.5534.

16. Special Instructions or conditions.

    a. Equal Opportunity:

        i. The City of Mobile, Alabama is an Equal Opportunity Employer and requires that all Contractors comply with the Equal Employment Opportunity laws and the provisions of the Bid Documents in this regard.
        ii. The City of Mobile also encourages and supports the utilization of Minority Business Enterprises on these and all other publicly solicited Bids and shall be in compliance with the City of Mobile's Minority Utilization Plan as adopted by the City Council.
        iii. The Contractor shall provide an appropriately completed copy of the "City of Mobile Subcontracting and Major Supplier Plan" in the envelope with their Bid Form. Form shall document DBE Subcontractors participating in the project and, should the total % of DBE participation not meet the 15% minimum, all efforts to obtain DBE Subcontractors shall be documented on or attached to the DBE Form when submitted.

iv. Contractors are required to submit a "DBE Utilization Report" with every Pay Application.
v. Contractors should contact the City of Mobile, Supplier Diversity Manager for assistance with DBE Subcontractor information and any questions regarding the DBE Compliance Forms. Contact Archnique Kidd at 251-208-7967.

b. City of Mobile permits are required for the construction, but are available without cost to the Contractor. General Contractor, Plumbing Contractor, and Electrical Contractor shall have a current $10,000 Surety Bond on file with the City of Mobile Permitting Division prior to issuance of permits and throughout the contract duration.

17. Bidding instructions, forms, special requirements and time.
    a. Sealed Bids will be received and clocked in until 2:15 PM local time, Wednesday, the 8th day of March 2023.
        i. Bids can be sent by U.S. Postal Service to Office of the City Clerk, PO Box 1827, 36633-1827, if sent by regular mail. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        ii. Or, if sent by another carrier, addressed to the City Clerk, 9th floor South Tower, Government Plaza, 205 Government Street, Mobile, Alabama 36602. Bidders are responsible for ensuring their bids arrive by the bid time and date.
        iii. Bidders delivering Bids in person shall insert Sealed Bid in the receptacle marked "CITY of MOBILE BIDS" at City Clerk's office, located on the 9th Floor South Tower, Government Plaza, Mobile, Alabama 36602, for pickup by the City Clerk, no later than 2:00 PM local time.
    b. All Bids not clocked in by the City Clerk's Office prior to the time specified, or Bids received after the specified time, will be automatically rejected, and returned immediately, unopened.
    c. Bids will be publicly opened and read at 2:30 PM local time, in the Atrium Lobby of Government Plaza.
    d. This is a tax-exempt project. As per the State of Alabama ACT 2013-205, the Alabama Department of Revenue (ADOR) has been granted the authority to issue a "Certificate of Exemption from Sales and Use Tax for Governmental Entities" on construction projects. Therefore, this project shall qualify for State of Alabama Sales and Use Tax Exemptions under this ACT. It is the responsibility of the Bidder to confirm the potential tax exempt status of their bid with the ADOR and include any such savings in their bid, as well as accounting for same on their bid form attachment Sales Tax Form C-3A.
18. Additional Requirements at time of Contract execution:
    a. A valid City of Mobile business license for the duration of the contract period
    b. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
    c. Performance Bond and Labor & Material Payment Bond are required.
    d. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile (see attachment).
19. Payment requirements.
    a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.

b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, Consent of Surety, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published four times in a local newspaper of general circulation.
c. The City of Mobile is unable to issue payment or deposits on materials that are not on the project site, or in the City of Mobile stored in a climate controlled, bonded warehouse where a City representative can verify their presence and proper storage.

20. Leave Exhibit Hall

21. Adjourn.

ATTENDANCE ROSTER

MEETING	PROJECT	LOCATION	DATE
Pre-Bid	Arthur R. Outlaw Convention Center Exhibit Hall Expansion Joint Replacement	Arthur R Outlaw Convention Center - Exhibit Hall	Wednesday, February 22, 2023
	CN-023-23		

NAME	ORGANIZATION	PHONE	FAX	CELL PHONE	E-MAIL
Gregg Blaize	COM	251-208-1083	251-208-5871	251-490-5534	gregg.blaize@cityofmobile.org
Bryant Baggett	RJ Baggett	251-473-3290		404-8330	bryant@rjbaggett.com
TAYLOR TURNER	KETOM CO. INC.	470-526-8508			TAYLORT2SPSATL.com

MOBILE
ALABAMA

Addendum No. 3

To: Pre-Bid Meeting Attendees and Registered Plan holders

From: Gregg Blaize
City of Mobile Architectural Engineering Department

Re: Arthur R. Outlaw Convention Center- Exhibit Hall
Expansion Joint Replacement
Project # CN-023-23

Date: March 6, 2023

This Addendum forms a part of, and modifies, the Project Manual for the above referenced project, dated February 2, 2023. Acknowledge the receipt of this Addendum No. 3 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General: N/A

Forms and Specifications: General Notes on the drawing, under Materials, Items and 1 and 2 should read as follows:

1. Expansion Joint #2 Shall be Model 733-AOI-050 as Manufactured by Inpro or approved equal.
2. Expansion Joint #1 Shall be Model 101-A01-050 as Manufactured by Inpro or approved equal.

The sections 1 and 2 depict the proper joints. Notes 1 and 2 were reversed. Model 733 is the heavier expansion joint cover meant for the traffic area and is illustrated in Section 1. Model 101 is for the area between the elevator and the exterior wall.

The following products may be considered equals when compared to the products specified:

Inpro 733-A01-050 = MM DIH-200
Inpro 101-A01-050 = MM FS-200-12H
Inpro 811-A07-05o = MM EX-K2

Drawings: N/A

RFI's: N/A

END OF ADDENDUM NO. 3

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

Submitted by:

Lisa C. Lambert, City Clerk

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

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	3/23/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/23/2023 - 3:25 PM

R E S O L U T I O N

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

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Comfort Transport, LLC to operate a shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on April 11, 2023, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

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

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Jacqueline E. Drew individually or on behalf of Comfort Transport, LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Comfort Transport, LLC

Business Address: 2029 B Airport Blvd #175 Mobile, AL 36606

Telephone: 251-402-8102 Trade Name _____

Business Information

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

Birthdate: 5/15/63 SSN: _____

Residence Address: _____

Address _____ City _____ State _____ Zip code 5

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: 59 Months: 0

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:

✓ A citizen or national of the United States

_____ A lawful permanent resident
(Alien # A _____)

_____ an alien authorized to work until ___/___/___
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY APPLICATION

Chapter 59 of the Mobile City Code requires every person who desires to operate a taxicab, shuttle, limousine, carriage, charter or transportation service to first obtain a certificate of public convenience and necessity.

Where to Apply: Applications may be obtained from the City Clerk's Office on the 9th floor of Government Plaza, South Tower, 205 Government Street or printed from the City of Mobile website: https://www.cityofmobile.org/uploads/CPCN.pdf

1. **Background Check:** Each applicant must complete the attached background information sheet and undergo a records check by the Mobile Police Department, located at 2460 Government Street. If the applicant is a partnership, corporation, or other legal entity, the background check will be conducted on all officers, partners, directors, and any shareholder holding more than 25% of the outstanding stock of any corporation. (There is a $10.00 fee for each records check).

***Applicant: Please obtain a records check from MPD Records (with embossed seal) to return with your completed application.**

Where to File the Application:

2. **When you receive your local record check from the MPD, only then will you return your completed application to the City Clerk's Office, along with a $100 application fee (cash or check). Make checks payable to: City of Mobile. The application must also be properly notarized, or it will not be accepted.**

*After the completed application is received, the City Clerk's Office will forward it to the Police Department to review the application and the information provided therein. The Police Department shall report to the Council any information pertinent to the application or applicant. The Council shall not consider any application until such time as the Police Department has issued its report to the Council.

Public Hearing: The City Code requires that a public hearing be held on the application. Applicants will be notified of the hearing date. **Please refer to Section 59 of the City Code for the factors that will be considered by the City Council:** https://library.municode.com/al/mobile/codes/code_of_ordinances

Other Requirements: The following items must be submitted to the City Revenue Department **BEFORE** a City business license will be issued. **After the City Council has approved your application, you must submit the following items to the City Revenue Department in order to receive a City business license:**

- Certificate of Public Convenience and Necessity
- Proof of Insurance (see attached City Code sections for minimum requirements)
- Chauffeur's license (issued by the Police Department) on all drivers.
- Certificate from a licensed, qualified garage stating that the vehicle(s) have been inspected and meets the requirements of the City Code.

Please be aware that this process may take up to 4 to 6 weeks. For more information contact the City Clerk's Office at 208-7411

(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, and etc.

Name	Title	Address	Amount of Stock Held (if any)
Jacqueline EDraw			

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Mon-Fri 7am-6pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____
Make: _____ Year: _____ Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Jacqueline E. Drew
Applicant's Signature

NAME OF ENTITY:

Comfort Transport, LLC

By: Jacqueline E. Drew
Its owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
17 **DAY OF** March, **2023**

Katelyne Byrd
Notary Public

STATE OF NOTARY PUBLIC ALABAMA
KATELYNE BYRD
My Commission Expires
December 5, 2026

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Jacqueline E. Drew

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'07

Weight: 258

Hair Color: BLK

Eye Color: Brown

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Jacqueline E. Drew
Signature

3/17/23
Date signed

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

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: _____

Date of Birth: _____ Security #: _____

Present Address _____

Home Phone Number: _____ Work Phone Number: _____

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

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

_____

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

_____

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

_____

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

_____ _____
Signature Date Signed

Personal Data Report

General Descriptors

Name:	DREW, JACQUELINE E		
Address:		**Nick Name:**	
Phone:			
Race:	BLACK	**DOB:**	5/15/1963
Sex:	F	**Age:**	59
Weight:	258	**Eyes:**	BROWN
Height:	5'07"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** CDL A	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates: A RECORD

CHECKED BY: [signature]

DATE: 3/16/2023

see Pg 2

MOBILE POLICE DEPARTMENT

PAUL O. PRINE
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

Person Information							
Last Name	First Name	Middle Name	Sufx	Ssn			Pid
ROBINSON	JACQUELINE	EUNICE					
	Sex	Race	Dob	Height	Weight	Hair	Eyes
	F	B	05151963	5-7	172	BK	BR

Records Check Arrest List

Paper No	Arrest Date	Offense Desc	Paper Type
193100142601	10-08-1993	CRIM MISCHIEF 3RD	Complaint
193100142601	10-08-1993	HARASSMENT	Complaint
189100174202	10-06-1989	COCAINE POSSESS	
188110555801	10-06-1989	ALIAS/BENCH WARR ARR	
189040469201	10-06-1989	ALIAS/BENCH WARR ARR	
186020394401	04-27-1988	ALIAS/BENCH WARR ARR	
186100095601	11-18-1986	ALIAS/BENCH WARR ARR	
183030673701	11-01-1984	ILLEGAL USE CRED CRD	
182110549702	11-18-1982	ATTEMPTED SHOPLIFT	

This is an official document and any person making unauthorized alterations will be prosecuted

Tampering with this document is a felony offense -- P.D. 31 (Rev. 6/99)

Checked by Theresa Christie Date 3/16/2023

Title Records

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD

CHECKED BY: [signature]
DATE: 3/16/2023

AGENDA ITEM SUMMARY SHEET

Agenda of:4/11/2023

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 Willie Mae Smith

Amount of Contract:

n/a

Effective Date of Contract:

4/18/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - W Smith

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

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

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - W Smith	Resolution Letter	4/4/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	4/4/2023 - 1:48 PM
			4/4/2023 - 1:49

Legal	Kern, Chris	Approved	4/6/2023 - 2:37 PM
Mayors Office	Montgomery, Brandi	Approved	4/6/2023 - 2:37 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Willie Mae Smith, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D004\P005\00115220.doc