AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, March 7, 2023, 10:30 AM

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

   Pastor Dr. W. A. James, Grace and Truth Christian Fellowship Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   February 28, 2023
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

    Request of Ultimate Audio Fabrication, LLC for a waiver of the Noise Ordinance at 3404 Moffett Road on April 7, 2023, from 6:00 p.m. - 9:00 p.m. (District 1).

    Request of Christopher Carroll for a waiver of the Noise Ordinance at 253 Dexter Avenue on March 11, 2023, from 5:00 p.m. - 10:00 p.m. (District 2).

    Request of O'Daly's Irish Pub for a waiver of the Noise Ordinance at 564 Dauphin Street on March 17, 2023, from 1:00 p.m. - 12:00 a.m. (District 2).

    Request of The Insider Food Hall for a waiver of the Noise Ordinance at 4 N. Cedar Street on March 17, 2023, from 1:00 p.m. - 10:00 p.m. (District 2).

    Request of Nathan Park for a waiver of the Noise Ordinance in Bienville Square on March 25, 2023, from 7:00 p.m. - 10:00 p.m. (District 2).

Request of Tex Phelps for a waiver of the Noise Ordinance at Spanish Plaza, Bienville Square, and Cathedral Square on April 7, 2023, from 9:00 a.m. - 12:00 p.m. (District 2).

11. PUBLIC HEARINGS

Public hearing to rezone property located at 1459 Montlimar Court from B-2 and B-3 to B-3 (District 5).

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Rev. Bobby Brown - Annexation.

Pastor W. A. James - Annexation.

Ryan McMillan - Abuse of power.

Thomas Mitchell - City business and finance.

13. CIP RESOLUTIONS HELD OVER

21-229 Authorize contract with Harris Contracting Services, Inc. for improvements at James M. Seals, Jr. and Hackmeyer Parks; $1,694,900.00 (sponsored by Councilmembers Carroll & Daves and Mayor Stimpson) (submitted by Cassie Boatwright, Real Estate Asset Dept.).

14. RESOLUTIONS HELD OVER

01-230 Authorize agreement between the City of Mobile and the South Alabama Regional Planning Commission; NTE $50,000.00 (sponsored by Mayor Stimpson) (submitted by Shonnda Smith, Parks and Recreation Dept.).

01-231 Authorize Intergovernmental Agreement between the City of Mobile and the Mobile County District Attorney's Office (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-232 Approve purchase order to Dana Safety Supply, Inc. for Chevrolet Tahoes for MPD; $117,630.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-233 Approve purchase order to Liftnow Automotive Equipment, Corp. for tire-changing machine for Municipal Garage; $17,440.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-234 Approve purchase order to Mike Hoffman Equipment Services, Inc. to replace gasoline piping at Municipal Garage; $49,958.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-235 Approve purchase order to Emergency Services Consulting International

for Code 3 Strategist Emergency Operations Modeling Software, setup and 1-year subscription for MFRD; $38,500.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-236 Approve purchase order to Ward Apparatus, LLC for Rescue Truck for MFRD; $260,488.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-237 Authorize contract with C Spire Business SSolutions for voice-over-internet protocol telephone service and support (sponsored by Mayor Stimpson) (submitted by Scott Kearney, MIT Dept.).

21-238 Authorize contract amendment with Watkins Acy Struck Design, Inc. for Mardi Gras Park; $17,187.15 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-239 Authorize contract with Arena Fire Protection, Inc. for fire alarm systems inspections & testing at various City locations; $176,875.00 total (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-240 Authorize contracts with Thompson Consulting Services, LLC and Tetra Tech, Inc. for post disaster debris removal monitoring and consulting services (sponsored by Mayor Stimpson) (submitted by Marc Vassallo, Public Services Dept.).

25-241 Accept permanent sidewalk easement needed for 2023 Citywide sidewalk repair and maintenance (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.).

37-242 Consider approval of a Certificate of Public Convenience and Necessity to Ten65, LLC to operate a shuttle service (submitted by Lisa C. Lambert, City Clerk).

15. ORDINANCES BEING INTRODUCED

64-011 Rezone property located at 1459 Montlimar Court from B-2 and B-3 to B-3 (sponsored by Councilmember Daves).

16. CONSENT RESOLUTIONS BEING INTRODUCED

09-245 Transfer funds from C0509 Capital Improvement Fund to E0033 Capital Improvement Fund to complete funding for the video wall at Central Precinct; $2,000.00 (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

37-246 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II License to Sip and Smoke Package, 5212 Cottage Hill

Road (sponsored by Councilmember Reynolds).

58-247 Declare weeds noxious, Group 1641.

58-248 Assess costs for removal of weeds, Weed Lien Group 1635.

60-249 Determine an appropriation to Providence Foundation, Festival Of Flowers, serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-250 Determine an appropriation to Dog River Clearwater Revival, Inc. serves a public purpose and approve payment (sponsored by Councilmembers Small, Reynolds, and Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-251 Determine an appropriation to Infirmary Foundation, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

60-252 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Rebecca Christian, Accounting Dept.).

60-253 Determine an appropriation to Drug Education Council, Inc. serves a public purpose and approve payment (sponsored by Councilmember Jones) (submitted by Rebecca Christian, Accounting Dept.).

60-254 Determine an appropriation to Orchard Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

01-255 Authorize agreement with ALDOT for Alabama Transportation Rehabilitation and Improvement Program project; (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

08-256 Approve purchase orders for fuel for various City locations (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-257 Approve purchase order to Insight Public Sector for case management software and training; $26,021.91 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-258 Approve purchase order to Stivers Ford Lincoln, Inc. for Ford F150 Supercrew Pickup Trucks for Facility Maintenance Dept.; $75,594.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-259 Approve purchase order to Software Vendor for annual renewal of security information and event management platform service for MIT;

$21,060.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-260 Approve purchase order to Interface Americas, Inc. for flooring replacement for Revenue Dept.; $126,230.86 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-261 Approve purchase order to Kone, Inc. for elevator repairs at West Regional Library; $67,975.08 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-262 Approve purchase order to Mobile Area Water and Sewer System for meters and hookup fees for Langan Park restrooms; $17,110.00 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-263 Authorize contract with Rogers & Willard, Inc. for improvements to 200 Government Street; $572,576.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-264 Authorize contract with Goram Air Conditioning, Inc. for HVAC maintenance and repairs at various City facilities; not to exceed $300,000.00 (sponsored by Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

60-265 Authorize Settlement Agreement and Release of Claims; Gulf Coast Underground (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

18. CALL FOR PUBLIC HEARINGS

41-266 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Lee Anthony Clarke to operate a shuttle service (scheduled for March 21, 2023).

41-267 Call for public hearing proposing an amendment to Tax Increment Financing District One in the City of Mobile, authorizing the preparation of an amendment to the Tax Increment Financing District One Plan, authorizing the President of the City Council to perform certain actions required by Alabama law, and directing the publication of this resolution (scheduled for March 28, 2023) (sponsored by William S. Stimpson, Mayor).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	3/2/2023 - 2:09 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	3/1/2023 - 2:06 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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
Naron	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 2:25 PM

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: EMILY NARON
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-680-9194

Organization (if applicable) ULTIMATE AUDIO FABRICATION, LLC

Mailing Address of Applicant 3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Telephone No. 251-461-6087 E-mail address EMILYNARON@GMAIL.COM

Location or address of event where amplification will be used:

3404 MOFFETT ROAD SUITE 1 MOBILE, AL. 36607

Date of Event: **1st Friday of every month** Starting Time: **6:00 p.m.** Ending Time **9:00 p.m.**

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

Type of Event: Car show/meet-n-greet the first Friday of every month - open to the public. It takes place inside our shop and outside on private property. All businesses in the area are closed or have given permission for event to take place.

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

Music containing obscene language or profanity is prohibited

1st Friday of every month:
~~January 6, 2023~~
~~February 3, 2023~~
~~March 3, 2023~~
April 7, 2023
May 5, 2023
June 2, 2023

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

July 7, 2023
August 4, 2023
September 1, 2023
October 6, 2023
November 3, 2023
December 1, 2023

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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
Carroll	Cover Memo	3/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 2:31 PM

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: Christopher Carroll
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251.209.7217 Cell Number: 251.209.7217

Organization (if applicable) _____

Mailing Address of Applicant 253 Dexter Ave, Mobile, AL 36604

Telephone No. 251.209.7217 E-mail address cdx100properties@gmail.com

Location or address of event where amplification will be used:
253 Dexter Ave, Mobile, AL 36604

Date of Event: 3/11/2023 Starting Time: 5:00pm 5:00PM Ending Time 10:00PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: 50th Birthday Celebration

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

CITY CLERK DEPARTMENT
2023 FEB 24 PM 2:35

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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
O'Daly's	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 2:32 PM

CITY CLERK DEPARTMENT
2023 FEB 28 PM 3:14

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.:

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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: O'Daly's Irish Pub
PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 251.379.4441

Organization (if applicable) _____

Mailing Address of Applicant 564 Dauphin St. Mobile, AL 36602

Telephone No. 251.379.4441 E-mail address luke@jakepeavy.com

Location or address of event where amplification will be used:

564 Dauphin St. Mobile, AL 36602

Date of Event: 03/17/2023 Starting Time: 1:00pm Ending Time 12:00am

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

Type of Event: St. Patricks Day Celebration

Do you plan to sell alcohol at this event? X 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:3/7/2023

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
Insider	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 2:34 PM

CITY CLERK DEPARTMENT
2023 FEB 28 PM 3:14

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.:

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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: The Insider Food Hall
PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: 251.379.4441

Organization (if applicable) _____

Mailing Address of Applicant 571 Dauphin Street Mobile, AL 36602

Telephone No. 251.379.4441 E-mail address luke@jakepeavy.com

Location or address of event where amplification will be used:

4 N. Cedar Street Mobile, AL 36608

Date of Event: 03/17/2023 Starting Time: 1:00pm Ending Time 10:00pm

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

Type of Event: Inaugural Family St. Patricks Day Celebration & Market

Do you plan to sell alcohol at this event? X 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:3/7/2023

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
Park	Cover Memo	3/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/2/2023 - 10:42 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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

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

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

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

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

Name of Applicant: Nathan Park
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 260-366-7678

Organization (if applicable) NEW Productions Music LLC

Mailing Address of Applicant 2125 Wildwood Pl, Mobile AL 36609

Telephone No. 260-366-7678 E-mail address newproductionsmusic@gmail.com

Location or address of event where amplification will be used:

Bienville Square

Date of Event: March 25, 2023 Starting Time: 7:00pm Ending Time 10:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community Dance 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

2023 MAR -2 AM 9:42
CITY CLERK DEPARTMENT

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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
Phelps	Cover Memo	3/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/2/2023 - 1:59 PM

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: Tex Phelps
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-433-4138 Cell Number: 214-529-5230

Organization (if applicable) Archdiocese of Mobile

Mailing Address of Applicant 352 Government Street, Mobile, AL 36602

Telephone No. 251-433-4138 E-mail address tphelps@mobarch.org

Location or address of event where amplification will be used:
Spanish Plaza, Bienville Square, and Cathedral Square

Date of Event: 4/7/23 Starting Time: 9:00 a.m. Ending Time 12:00 Noon
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Religious Procession

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

CITY CLERK DEPARTMENT
2023 MAR -2 AM 11:28

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Sponsored by:

Councilmember Daves

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	2/22/2023 - 1:33 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 3:08 PM

CITY CLERK DEPARTMENT
2023 FEB 28 PM 3:14

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Rev. Bobby Brown Date: 2/28/23

Address: 3651 Wenlock Ct. 36693

Phone: 251·554·3838 Email bobebrown1@yahoo.com

Date to Address City Council: March 7, 23

Subject (must be completed): Annexation

Specific Questions:

Signature: Taken by Phone - KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 3:09 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 next City Council meeting you would like to speak at. 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: Pastor W.A. James Date: 3-1-23

Address: 1408 Dr. MLK, Jr. Ave.

Phone: (251) 680-2465 Email: _____

Date to Address City Council: 3-7-23

Subject (must complete): Annexation

Specific Questions: _____

Signature: by phone

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
McMillan	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 3:11 PM

CITY CLERK DEPARTMENT
2023 FEB 28 PM 12:42

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: Ryan McMillan Date: 2/28/23

Address: 109 S. Monterey St 36604

Phone: 251·753·9739 Email Ivanisme@icloud.com

Date to Address City Council: March 7, 2023

Subject (must be completed): Abuse of Power

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
Mitchell	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 3:12 PM

CITY CLERK DEPARTMENT

2023 FEB 28 PM 12:42

ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Thomas Mitchel Date: 2/28/23

Address: 109 S Montery St. 36604

Phone: 251-753-9739 Email Ivanisme@icloud.com

Date to Address City Council: March 7, 2023

Subject (must be completed): City Business & Finance

Specific Questions:

Signature: Taken by Phone -KB

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmembers Carroll and Daves and Mayor Stimpson

Purpose and Scope of Project:

To make improvements at the James M. Seals Jr and Hackmeyer Parks

Amount of Contract:

$1,694,900.00 combined

Funding Source

Project # James M. Seals Jr and Hackmeyer Parks - Improvements PR-041-20/PR-034-21	**Discretionary Funds**
Project String C0827=$514,000 + C0546=$376,000 + C0541=$804,900 = TOTAL $1,694,900	**Contract Number:**4328 (C0827), 4329 (C0546), 4330 (C0541)
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PR-041-20/PR-034-21 James M. Seals Jr and Hackmeyer Parks - Improvements	Cover Memo	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/16/2023 - 3:55 PM
Capital	Rhodes, Brenda	Approved	2/16/2023 - 4:51 PM
Legal	Kern, Chris	Approved	2/22/2023 - 11:32 AM

Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:07 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Councilmembers Carroll/Daves

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:	HARRIS CONTRACTING SERVICES, INC.		
Project Name:	PR-041-20 JAMES M. SEALS JR PARK ATHLETIC/CONCESSION & FIELD IMPROVEMENTS		
	PR-034-21 HACKMEYER PARK IMPROVEMENTS PHASE 2		
Amount:	$ 514,000.00	C0827	CIP #2022-P-039 D2
	$ 376,000.00	C0546	TIF
	$ 804,900.00	C0541	CIP #2021-P-046 D5
	$1,694,900.00	COMBINED TOTAL	

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0827 – CIP SEALS PK-RESTROOM/CONCESSION

CAPITAL PROJECT #: C0827 (20002000-48010) **CIP# 2022-P-039 D2**

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $514,000.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-20

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW RESTROOM/CONCESSION FACILITY AND IMPROVEMENTS TO AN EXISTING ATHLETIC FIELD AT THE JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0546 – CIP-SEALS PK ATHLETIC FLD DRAINAGE

CAPITAL PROJECT #: C0546 (20002000-48010) TIF FUNDING

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $376,000.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-041-20

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW RESTROOM/CONCESSION FACILITY AND IMPROVEMENTS TO AN EXISTING ATHLETIC FIELD AT THE JAMES M. SEALS JR PARK (540 TEXAS STREET).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0541 – CIP PARKS-HACKMEYER PARK

CAPITAL PROJECT #: C0541 (20002000-48010) **CIP# 2021-P-046 D5**

DATE OF RECEIPT: _____ **CONTRACT AMOUNT:** $804,900.00

ARCHITECTURAL ENGINEERING PROJECT #: PR-034-21

PROJECT DESCRIPTION: FOR THE CONSTRUCTION OF A NEW PARKING AREA, EXTENDED WALKING TRAIL AND DISK GOLF COURSE, DOG & FITNESS AREAS IMPROVEMENTS, AND DRAINAGE IMPROVEMENTS AT HACKMEYER PARK (3810 CONWAY DRIVE SOUTH).

VENDOR NAME: HARRIS CONTRACTING SERVICES, INC.

VENDOR NUMBER: 293714

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:** 2/16/2023

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)

Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571

City of Mobile Business License Number: 103178
Secretary of State Registration Number: 000-338-516

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

James M. Seals, Jr. Park – Athletic/Concession and Field Improvements
540 Texas Street
Mobile, Alabama 36603
PR-041-20
For the construction of a new restroom/concession facility and improvements to an existing athletic field
And
Hackmeyer Park – Improvements Phase 2
3810 Conway Drive South
Mobile, Alabama 36608
PR-034-21
For the construction of a new parking, extended walking trail in wooded area, and disk golf course, improvements to the dog area and fitness areas, and improvements to drainage.

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

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

and

Maurin Architecture, P.C.
601 Saint Anthony Street
Mobile, Alabama 36603

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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(1315391343)
User Notes:

The Owner and Contractor agree as follows:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

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 two-hundred seventy (270) calendar days from the date of the Notice to Proceed for commencement of the Work.

(Paragraphs deleted)
(Table 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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(1315391343)
User Notes:

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 One Million Six Hundred Ninety-Four Thousand Nine Hundred and 00/100 Dollars ($1,694,900.00), subject to additions and deductions as provided in the Contract Documents.

James M. Seals, Jr. Park:	
Athletic Field Drainage Base Bid:	$ 367,000.00
Contingency Allowance:	$ 9,000.00
Total Bid:	**$ 376,000.00**
Athletic Restroom/Concession Base Bid:	$ 498,000.00
Contingency Allowance:	$ 16,000.00
Total Bid:	**$ 514,000.00**
Hackmeyer Park:	
Base Bid:	$ 774,900.00
Contingency Allowance:	$ 25,000.00
Disk Golf Signage Allowance:	$ 5,000.00
Total Bid:	**$ 804,900.00**
Total Contract Sum:	**$1,694,900.00**

§ 4.2 Alternates

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

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)

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

James M. Seals, Jr. Park Athletic Field Drainage Contingency Allowance:	$ 9,000.00
James M. Seals, Jr. Park Athletic Restroom/Concession Contingency Allowance:	$16,000.00
Hackmeyer Park Contingency Allowance:	$25,000.00
Disk Golf Signage Allowance:	$ 5,000.00

Contingency Allowance: Fifty-Five Thousand and 00/100 Dollars ($55,000.00)

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

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

Init. /

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User Notes:
(1315391343)

Item	Units and Limitations	Price per Unit ($0.00)
1. Provide and install one (1) trash receptacle, model #CL-36R14 by Ultrasite, surface mounted to the concrete, per the specifications. Include placement, fasteners and all other necessary construction components for installation.	EA	$3,000.00
2. Unsuitable Soil Material – Cubic Yards in Place, includes excavation, haul off and disposal of unsuitable material.	CY	$52.00
3. Structural Fill – Cubic Yards in Place, provide and install imported structural fill, spread, compaction, and all other necessary construction components for installation.	CY	$65.00
4. Provide and install 4" concrete flatwork (sidewalks, fountain pads, etc.). Include excavation, fill, compaction, grading, concrete, reinforcement, disposal, placement, and all other necessary construction components for installation.	SF	$12.00
5. Demolish and properly dispose offsite existing concrete flatwork (sidewalks) as specified on drawings. Include excavation, sawing, jack hammering, loading, haul off site, and proper disposal.	SF	$5.00
6. Provide and install Asphalt Patch as specified. Include cutting, excavation, fill, compaction, grading, disposal, placement, and all other necessary construction components for installation.	CY	$160.00
7. Provide and install solid sod, Bermuda. Include grading, placement, and all other necessary construction components for installation.	CY	$100.00

§ 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.

§ 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

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User Notes:
(1315391343)

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

(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

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User Notes: (1315391343)

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
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Harris Contracting Services, Inc. has completed the contract for James M. Seals, Jr. Park – Restroom/Concession and Field Improvements (PR-041-20) and Hackmeyer Park – Improvements Phase 2 (PR-034-21). All persons having any claims for labor,

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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)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Director of Real Estate Asset Management
P. O. Box 1827
Mobile, Alabama 36633-1827

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

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Brian Harris
Harris Contracting Services, Inc.
117 Norton Avenue
Saraland, Alabama 36571
Email: brian@harriscontractingservices.com

§ 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
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

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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,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

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

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

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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.

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

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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.

§ 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.

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§ 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
	James M. Seals, Jr. Park	
T1.1	Title Sheet	11/07/22
T1.2	Project Notes & Miscellaneous Details	11/07/22
BCS1	Building Code Summary	11/07/22
ASD1	Architectural Site Plan - Demolition	11/07/22
AS1	Architectural Site Plan – New Work	11/07/22
C1.0	Cover Sheet - Civil	11/07/22
C2.0	Project Notes	11/07/22
C3.0	Existing Conditions and Demolition Plan	11/07/22
C4.0	Site Plan	11/07/22
C5.0	Grading & Drainage	11/07/22
C6.0	Erosion Control Plan	11/07/22
C7.0	Construction Details 1	11/07/22
C8.0	Erosion Control Details	11/07/22
S0.1	Title Sheet – Structural	11/07/22
S1.0	Foundation Ceiling Framing Plan	11/07/22
S2.0	Roof Framing Plan	11/07/22
S3.0	Sections and Details	11/07/22
S4.0	Sections and Details	11/07/22
S5.0	Sections and Details	11/07/22
A1.1	New Floor Plan	11/07/22
A1.2	Dimension & Reflected Ceiling Plans	11/07/22
A1.3	Roof Plan & Details	11/07/22
A2.1	Building Elevations – South & East	11/07/22
A2.2	Building Elevations – North & West	11/07/22
A3.1	Building Sections & Details	11/07/22
A4.1	Interior Elevations, Detail Plans & Sections	11/07/22
A4.2	Interior Elevations, Concession & Family Room	11/07/22
M1.1	Mechanical Plan	11/07/22
P1.1	Plumbing Plans	11/07/22

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User Notes:

P2.1	Plumbing Legend, Schedules, Details and Specs	11/07/22
E0.0	Electrical Legend	11/07/22
E1.1	Electrical Plans	11/07/22
	Hackmeyer Park	
T1.1	Title Sheet	11/07/22
AS1	Architectural Site Plan – New Work	11/07/22
C1.0	Civil Cover Sheet	11/07/22
C2.0	Project Notes	11/07/22
C3.0	Existing Conditions and Demolition	11/07/22
C4.0	Site Plan	11/07/22
C5.0	Alignment Data, Control Points & Curb Cut Data	11/07/22
C6.0	Site Plan Extracted Views	11/07/22
C7.0	Grading & Drainage	11/07/22
C8.0	Gabion Headwall Details	11/07/22
C9.0	Construction Details 1	11/07/22
C10.0	Construction Details 2	11/07/22
C11.0	Erosion Control Details	11/07/22
LP100	Landscape Planting Plan	11/07/22
LP200	Landscape Planting Plan Enlargements	11/07/22
LP300	Landscape Notes and Details	11/07/22
S0.0	Structural Notes	11/07/22
S1.0	Monument and Foundation Plan	11/07/22
S2.0	Pile Framing Plan	11/07/22
S3.0	Sections and Details	11/07/22
A1.1	Details – Gabion & Schedule	11/07/22
A1.2	Details – Gabion Bridge & Benches	11/07/22
A1.3	Details – Park Furnishings	11/07/22
A3.1	Signage – Disk Golf Course	11/07/22
A4.1	Add Alt. #01 – Fitness Center	11/07/22
A4.2	Add Alt. #02 – Playground Shading Devices	11/07/22
P1.1	Plumbing Site Plans – New Work	11/07/22
E1.1	Electrical Site Plans – New Work	11/07/22

.4 Specifications

Section	Title	Date
	SPECIFICATIONS PART A	
DIVISION 1	GENERAL REQUIREMENTS	11/07/22
01010	Summary of the Work	11/07/22
01210	Allowances	11/07/22
01210	Unit Prices	11/07/22
01230R01	Alternative Bid Items	11/07/22
01310	Project Management and Coordination	11/07/22
01320	Construction Progress Documentation	11/07/22
01330	Submittal Procedures	11/07/22
01635	Substitution Procedures	11/07/22
01700	Execution Requirements	11/07/22
01710	Closeout Procedures	11/07/22
01782	Operation & Maintenance Data	11/07/22
01785	Project Record Documents	11/07/22
	SPECIFICATIONS FOR JAMES M. SEALS, JR. PARK – PARK B	
DIVISON 2	SITE CONSTRUCTION	
00361	Termite Control	11/07/22
02400	Demolition and Structure Moving	11/07/22

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02525	Concrete Curbs and Walk	11/07/22
DIVISION 3	CONCRETE	
03365	Concrete Floor Sealer	11/07/22
DIVISION 4	MASONRY	
004200	Metal Fabrications	11/07/22
DIVISION 5	METALS	
00550	Metal Fabrications	11/07/22
DIVISION 6	WOOD AND PLASTIC	
06100	Rough Carpentry	11/07/22
06415	Concrete Countertops	11/07/22
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
07260	Vapor Retarders	11/07/22
07310	Shingle Roofing	11/07/22
07620	Sheet Metal Flashing and Trim	11/07/22
07920	Joint Sealants	11/07/22
DIVISION 8	DOORS AND WINDOWS	
08110	Non-Security Steel Doors and Frames	11/07/22
08333	Overhead Coiling Counter Doors	11/07/22
08711	Door Hardware	11/07/22
DIVISION 9	FINISHES	
09670	Resinous Flooring	11/07/22
09900	Painting	11/07/22
DIVISION 10	SPECIALTIES	
10172	Toilet Compartments & Underlavatory Shields	11/07/22
10280	Toilet Accessories	11/07/22
10431	Signs	11/07/22
10525	Fire Extinguisher	11/07/22
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12	FURNISHINGS (NOT USED)	
DIVISION 13	SPECIAL CONSTRUCTION	
13930	Bleachers	11/07/22
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL	
15100	General Requirements for Mechanical Work	11/07/22
15200	Testing and Balancing	11/07/22
15400R01	Plumbing	11/07/22
15800	Heating, Ventilating and Air Conditioning Systems	11/07/22
DIVISION 16	ELECTRICAL (NOT USED)	
	SPECIFICATIONS FOR HACKMEYER PARK – PARK C	
DIVISON 2	SITE CONSTRUCTION	
00361	Termite Control	11/07/22

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DIVISION 3	CONCRETE (NOT USED)	
DIVISION 4 04200	MASONRY Unit Masonry	11/07/22
DIVISION 5	METALS (NOT USED)	
DIVISION 6 06100	WOOD AND PLASTIC Rough Carpentry	11/07/22
DIVISION 7 07920	THERMAL AND MOISTURE PROTECTION Joint Sealants	11/07/22
DIVISION 8	DOORS AND WINDOWS (NOT USED)	
DIVISION 9 09000	FINISHES Playground Protection Surfacing	11/07/22
DIVISION 10 10431	SPECIALTIES Signs	11/07/22 11/07/22
DIVISION 11	EQUIPMENT (NOT USED)	
DIVISION 12 12870	FURNISHINGS Park Furnishings	11/07/22
DIVISION 13	SPECIAL CONSTRUCTION (NOT USED)	
DIVISION 14	CONVEYING SYSTEMS (NOT USED)	
DIVISION 15	MECHANICAL (NOT USED)	
DIVISION 16	ELECTRICAL (NOT USED)	

.5 Addenda, if any:

Number	Date
Addendum #1	11/14/22
Addendum #2	11/22/22
Addendum #3	11/30/22
Addendum #4	12/8/22
Addendum #5	12/15/22

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

.6 Other Exhibits:
(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:

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(1315391343)

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment-AIA Document G702and G703 with DBE Utilization Report
	Certificate of Substantial Completion-AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-AIA Document G706
	Contractor's Affidavit of Release of Liens-AIA Document G706A
	Consent of Surety to Final Payment-AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction-AIA Document A201

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

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

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

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§ 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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(1315391343)

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

City of Mobile

Legal Name of Party to Contract:
Contractor: Harris Contracting Services, Inc.

OWNER *(Signature)*

(Rows deleted)
William S. Stimpson, Mayor

(Printed name and title)

CONTRACTOR *(By Signature)*

Brian Harris

(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 Brian Harris as President of Harris Contracting Services, 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 7 day of February, 2023.

NOTARY PUBLIC
My Commission Expires: 5/22/23

CHRISTINA LEBLANC
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Init. /

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(1315391343)

EXHIBIT A
SCOPE OF WORK

HACKMEYER PARK – IMPROVEMENTS PHASE 2

Project #PR-034-21

The work of this contract consists of the installation of new 18 hole disc golf course, new parallel parking in the right-of-way, a new monument sign, new ADA crosswalks from the neighborhood sidewalk to the park, new tree and landscape plantings, improvements to the dog park and fencing, installation of park furnishings, drainage corrections around existing sidewalks, playground and within the wooded area.

JAMES M. SEALS, JR PARK – ATHLETIC RESTROOM/CONCESSIONS AND ATHLETIC FIELD DRAINAGE IMPROVEMENTS

Project #PR-041-20

The work of this contract consists of the demolition of the existing Restroom/Concession building, the construction of a new Restroom/Concession building, grading upgrades to the infields only of the Baseball and Softball fields, replacement of existing concrete sidewalk and maintenance driveway surrounding the new Restroom/Concession building and replacement of the sidewalks and bleacher pad on the north side of the baseball field in order to drain properly away from the Baseball field.

END OF SCOPE OF WORK

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, as Principal, and Granite Re, Inc., as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of one million, six hundred ninety-four thousand nine hundred and xx/100 Dollars ($1,694,900.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2021 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete James M. Seals, Jr. Park –Restroom/Concession and Field Improvments (PR-041-20), 540 Texas Street, Mobile, Alabama, 36603 and Hackmeyer Park – Improvements Phase 2 (PR-034-21) 3810 Conway Drive South, Mobile, Alabama, 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

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

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

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

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole
Company Name: Cobbs Allen
Address: 115 Office Park Drive,
Birmingham AL, 35223
Phone and Fax: 205-874-1315

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

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Harris Contracting Services, Inc., 117 Norton Avenue, Saraland, Alabama 36571, hereinafter called the Principal, and Granite Re, Inc. _____, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of one million, six hundred ninety-four thousand nine hundred and xx/100 Dollars ($1,694,900.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2023 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete James M. Seals, Jr. Park – Restroom/Concession and Field Improvments (PR-041-20), 540 Texas Street, Mobile, Alabama, 36603 and Hackmeyer Park – Improvements Phase 2 (PR-034-21) 3810 Conway Drive South, Mobile, Alabama, 36608 a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2023.

CONTRACTOR AS PRINCIPAL
Company: Harris Contracting Services, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Brian Harris President

SURETY
Company: Granite Re, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact

Resident Agent: _____
(Signature)

Name and Title: Thomas J. Bole, Attorney-in-Fact
Company Name: Cobbs Allen
Address: 115 Office Park Drive,
Birmingham AL, 35223

Phone and Fax: 205-874-1315

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

THOMAS J. BOLE; SHARON E. GRIFFITH; GREGG A. TATUM; GRANTLAND RICE, III may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 20____.

Kyle P. McDonald, Assistant Secretary

GR0800-1

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	HARRIS Contracting Services
Address	117 Norton Ave Saraland AL, 36571
Telephone	251-377-3132
E-Mail	Brian@HarrisContractingServices.com

RFP/RFQ Solicitation Number	PD-041-20 PD-034-21
Project Description	James M. Seals + Hankamer Athletic Field improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male ✓ Female ✓ Minority ✓ Non-minority ✓ SDVO ✓ Total #of Employees 17

Subcontractor/Major Supplier Plan submitted by:

Printed Name: BRIAN HARRIS

Signature: [signature] Date: 12/14/22

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: BRIAN HARRIS Title: PRESIDENT

Email: Brian@HarrisContractingServices.com Phone: 251-377-3132

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 HARRIS Contracting Services Your Bid/Proposal Amount $ 1,694,900.00 Date: 12/21/2021

12 / 21 / 22 Description James M. Seals + Hachmeyer park improvements

Name of Bidder/Proposer: HARRIS Contracting Services

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
Rowie Plumbing	251-605-3141	Plumbing	164,000.00	10%	no	
Miracle Landscape	251-653-0230	Landscaping	45,000.00	2%	no	
Superior Masonry	251-452-1252	Block, Brick,	70,000.00	4.1%	Yes	
Gulf South Asphalt	251-221-2776	Striping, Asphalt pat	185,000.00	5%	Yes	
LeBlanc Construction	4076904411	Concrete, Fence	122,000.00	7.2%	Yes	
Buckner + Hollow	251 479 5409	Doors, Hardware, Paint	72,000	4.4%	no	
HCL	251-375-1205	rock hauling	25,000.00	1.45%	yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: HARRIS Contracting Service

Contact Person: BRIAN HARRIS Phone 251-377-3132 Email Brian@HarrisContractingServices.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
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Alabama Secretary of State

Harris Contracting Services, Inc.	
Entity ID Number	000 - 338 - 516
Entity Type	Domestic Corporation
Principal Address	132 COURTAULDS SARALAND, AL 36571
Principal Mailing Address	132 COURTAULDS SARALAND, AL 36571
Status	Exists
Place of Formation	Mobile County
Formation Date	06/10/2015
Registered Agent Name	HARRIS, BRIAN
Registered Office Street Address	132 COURTAULDS SARALAND, AL 36571
Registered Office Mailing Address	132 COURTAULDS SARALAND, AL 36571
Nature of Business	CONSTRUCTION/CONTRACTOR-ELECTRICAL & INSTRUMENTATION
Capital Authorized	100 @ $0.01 PV
Capital Paid In	
Directors	
Director Name	HARRIS, BRIAN
Director Street Address	132 COURTAULDS SARALAND, AL 36571
Director Mailing Address	132 COURTAULDS SARALAND, AL 36571
Incorporators	
Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	9900 SPECTRUM DRIVE AUSTIN, TX 78717
Incorporator Mailing Address	100 W BROADWAY SUITE 100 GLENDALE, CA 91210
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	2016 2017 2018 2019 2020 2021 2022
Transactions	

Harris Contracting Services, Inc.	
Transaction Date	06/24/2015
Miscellaneous Filing Entry	New Entity Effective 06-10-2015 13:55
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/24/2015 Certificate of Formation 4 pgs.

New Search

E-Verify

Company ID Number: 896028

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Harris Contracting Services, Inc.
Company Facility Address	132 Courtaulds Ave. Saraland, AL 36571
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	474387520
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

E-Verify

Company ID Number: 896028

Approved by:

Employer Harris Contracting Services, Inc.	
Name (Please Type or Print) Brian E Harris	Title Owner
Signature Electronically Signed	Date 07/22/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/27/2015

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2023

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: Tracy Granade
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501 FAX (A/C, No): (251) 675-6502 E-MAIL ADDRESS: guardianinsuranceagency@gmail.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Harris Contracting Services, Inc. 117 Norton Ave. Saraland AL 36571	INSURER A : Crum & Forster Specialty Insurance	
	INSURER B : Integon National Insurance Company	
	INSURER C : StarStone National Insurance Company	
	INSURER D : The Sheffield Fund / Evanston Insurance Co	
	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 [x] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	BAS121231	09-20-2022	09-20-2023	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 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ $
D	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	600-2023-34095-00	01-01-2023	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

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

Project name: Hackmeyer Park-Improvements Phase 2 Project Number: PR-034-2

City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

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 Tracy Granade <TG>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/23/2023

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PRODUCER	CONTACT NAME: Tracy Granade	
Guardian Insurance Agency, LLC P.O. Box 458 Saraland AL 36571	PHONE (A/C, No, Ext): (251) 675-6501	FAX (A/C, No): (251) 675-6502
	E-MAIL ADDRESS: guardianinsuranceagency@gmail.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Crum & Forster Specialty Insurance	
	INSURER B : Integon National Insurance Company	
	INSURER C : StarStone National Insurance Company	
	INSURER D : The Sheffield Fund / Evanston Insurance Co	
	INSURER E :	
	INSURER F :	

INSURED: Harris Contracting Services, Inc.
117 Norton Ave.
Saraland AL 36571

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

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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] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [x] PRO-JECT [ ] LOC [ ] OTHER:	x	x	BAS121231	09-20-2022	09-20-2023	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 $ 1,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [x] SCHEDULED AUTOS [x] HIRED AUTOS ONLY [x] NON-OWNED AUTOS ONLY	x	x	2006107457-05	02-09-2023	02-09-2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[x] UMBRELLA LIAB [x] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	x	x	79505P22OALI	09-20-2022	09-20-2023	EACH OCCURRENCE AGGREGATE [ ]	$ 5,000,000 $ $
D	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	x	600-2023-34095-00	01-01-2023	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

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

Project name: James M. Seals, JR. Park-Athletic Restrooms/ Concession and Field Improvements Project Number: PR-041-20
City of Mobile is included as an additional insured in respect to general liability, Auto liability, and Umbrella liability. All policies, Except workers compensation, shall primary and non contributory with any other insurance in force or which may be purchased by additional insured, waiver of subrogation applies in favor of City of Mobile with respects to general liability, auto liability, umbrella Liability and Workers Compensation and employers liability. 30 Day notice of cancelation, non renewal or material change shall apply (Except 10 Days for non pay)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P.O. Box 1827
Mobile, Al. 36633-1827

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 <TG> Tracy Granade

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Shonnda Smith, Deputy Director of Public Works

Sponsored by:

Mayor Sandy Stimpson

Purpose and Scope of Project:

To provide transportation and meals to the elderly that are engaged in the SAIL program through the Communities Centers as identified.

Amount of Contract:

$167,158

Effective Date of Contract:

10/1/2022

Renewal Date of Contract:

10/1/2023

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds $50,000 **Matching Funds** $117,158

ATTACHMENTS:

Description	Type	Upload Date
2022-2023 SARPC-SAIL Contract	Cover Memo	2/8/2023
resolution	Cover Memo	2/9/2023
UPDATED pg 2	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Parks and Recreation	McCants, Gerard	Approved	2/8/2023 - 10:55 AM
Accounting	Daniels, Bettye	Rejected	2/9/2023 - 11:42 AM
Accounting	Daniels, Bettye	Approved	2/16/2023 - 10:39 AM
Accounting	Daniels, Bettye	Approved	2/16/2023 - 11:39 AM
Legal	Kern, Chris	Approved	2/23/2023 - 1:57 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:58 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:06 PM

CONTRACT FOR SERVICES UNDER TITLE III
OF THE OLDER AMERICANS ACT

October 1, 2022 - September 30, 2023

This Agreement, entered into as of this 1st day of October 2022, by and between the City of Mobile (herein called the "Contractor") and the South Alabama Regional Planning Commission (herein called the "Planning Agency")

WITNESSETH

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Employment of Contractor. The Planning Agency hereby agrees to engage the Contractor and the Contractor hereby agrees to perform the services hereinafter set forth in connection with Project of the Planning Agency.

2. Area Covered. The Contractor shall perform all the necessary services provided under this Contract in connection with the respecting area within:

   City of Mobile

3. Scope of Services. The Contractor shall do and perform and carry out, in a satisfactory and proper manner, as determined by the Planning Agency the services described in Exhibit 1, "Scope of Services," attached hereto and made a part of this Agreement.

4. Time of Performance. The services of the Contractor are to commence as soon as practicable after the execution of this Contract and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this Contract, but in any event all of the services required hereunder shall be completed by September 30, 2023.

5. Modification. This Agreement may be modified by amendment duly executed by authorized officials of the Contractor and the Planning Agency.

6. Compensation.

   a. Aging Funds. The Planning Agency agrees to pay the Contractor the total sum of Fifty Thousand Dollars ($50,000) for the services described herein.

   b. Matching Funds. The Contractor agrees to document to the Planning Agency the total sum of One Hundred Seventeen Thousand One Hundred Fifty-eight Dollars ($117,158) in cash or in-kind services.

   c. Total Contract. The total amount of this contract, including Federal funds and matching funds (services) is One Hundred Sixty-seven Thousand One Hundred Fifty-eight Dollars ($167,158).

   d. Meals. The Planning Agency will provide no less than Twenty-five (25) congregate meals per day of operation at each of the four SAIL Centers, beginning October 1, 2022 and ending September 30, 2023. The actual number

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

   a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.

   b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:

   c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars ($4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.

   d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:

      i. **Weekly reports are due on the first work day of the week following their completion.**

      ii. **Monthly reports, including time sheets, are due on the 5th day of each month, November 2022 through October 2023, covering the previous 30-day period.**

      iii. **Final financial reports are due on October 5, 2023.**

   e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty-seven Thousand One Hundred Fourteen Dollars ($50,000) for all of the services required.

   f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.

8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

reimbursed to the Planning Agency for payment to the Alabama Department of Senior Services. This policy was developed at the direction of the Alabama Department of Senior Services. Invoices to Contractor for reimbursement for ineligible meals will be sent to the Contractor at least quarterly.

9. Non-Allowance of Administrative Fees. Federal or State funds made available through this contract may not be expended on administrative costs for program operation. Administrative costs are an allowable expenditure only to the extent they represent matching funds provided through local resources. Any and all exceptions to this policy require prior written approval by the Planning Agency.

10. Maintenance of Funds. The Contractor shall maintain such records and accounts, including property, personnel, and financial records, as are deemed necessary by the Planning Agency and the Alabama Department of Senior Services to assure a proper accounting to all project funds, including both Federal and non-Federal matching of funds expended. These records shall be retained for three years from the date of submission of the final expenditure report under this Contract.

11. Maintenance of Equipment. The Contractor is responsible for the performance of scheduled maintenance listed by the manufacturer of all major equipment such as vehicles and refrigerators, purchased with funds provided by the Planning Agency and/or the Alabama Department of Senior Services. Failure to properly maintain equipment, through routine maintenance recommended by the manufacturer, and the performance of necessary repairs, may result in the disallowance of certain expenses and/or replacement costs related to equipment purchased in whole or in part through funds awarded by the Planning Agency and/or the Alabama Department of Senior Services.

12. Shift of Funds. Funds may be shifted between budget categories without prior written approval by the Planning Agency to the extent that such action does not result in a substantial change in the approved project, that it does not increase in excess of 10% of the sum originally approved for such category nor result in an expenditure of any item of equipment costing in excess of $100. From time to time this Contract may be amended pending written agreement between the Contractor and the South Alabama Regional Planning Commission.

13. Records and Information. All records and other information maintained by the Contractor about persons receiving services under this contract are confidential and shall be protected by the Contractor from unauthorized disclosure; however, nothing in this paragraph shall affect the requirements or provisions of Paragraphs 14 and 15 below or Exhibit 1, "Scope of Services", attached.

14. Audits and Inspections. At any time during normal business hours and as often as the Planning Agency, Alabama Department of Senior Services, and/or the Comptroller General of the United States may deem necessary, there shall be made available all of its records with respect to all matters covered by this Contract and will permit the Planning Agency, U. S. Commissioner on Aging, Alabama Department of Senior Services, and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Contract.

Office of Management and Budget Circular, A-128 and OMB Circular A-133, of Federal Regulations set forth requirements for audit of Federal programs. These audit

requirements apply to organizations receiving aging program funds, both at the State Agency level and the State Agencies/Sub-Grantee level.

Two copies of each current audit report are to be mailed directly to the South Alabama Regional Planning Commission, P. O. Box 1665, Mobile, Alabama 36633. One copy of each current audit report must also be mailed to the Department of Senior Services for filing.

All Contractors of the South Alabama Regional Planning Commission are required by Act 94-914 passed by the Alabama State Legislature to forward a copy of every audit report at the time of its receipt by the entity to: Department of Examiners of Public Accounts, Post Office Box 302251, Montgomery, Alabama 36130-2252, Attention: Audit Report Repository, unless the Contractor is audited directly by the Examiners of Public Accounts.

15. Evaluation. The Contractor agrees that the Area Agency on Aging personnel or the Planning Agency may carry out monitoring and evaluation activities as determined necessary by the Planning Agency.

16. Subcontracts. None of the work or services covered by this Contract will be subcontracted without prior approval by the Planning Agency.

17. Civil Rights and Disability Rights. The Contractor has completed an Assurance of Compliance with Title VI of the Civil Rights Act of 1964, as amended, form HHS-441, Exhibit No. III; and an Assurance of Compliance with Title II of The Americans With Disabilities Act, 1990, Form SARPC ADA, Exhibit IV.

The Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967, as amended, and The Americans With Disabilities Act of 1990 which will assure that the project makes no distinction on the grounds of race, color, national origin, sex, age, or disability, in providing to individuals any services, financial aid or other benefits financed in whole or in part with funds provided through the terms of this agreement.

Specifically, the Contractor must account for:

a. Program Accessibility. Except as otherwise provided for in (existing facilities), no qualified individual with a disability shall, because a public entity's facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any other public entity.

b. Communications must be as effective for people with disabilities as for others. This includes communications with employees, applicants for employment positions, participants in programs, and members of the public. Communication is defined as follows:

c. Visual: letters, handouts, publications, posters, advertisements, notices, signage, fax systems, etc.

d. Audible: oral, radio, telephone, voice mail systems, etc.

e. Electronic: TDD's, computer, bulletin boards, etc.

f. Tactile: raised letter signage, Braille, "hands-on" programs, etc.

g. Information and Signage. A public entity shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities, services, and activities. Also, each accessible entrance to a facility must have a sign bearing the international symbol for accessibility.

h. Inform all beneficiaries of their right to file complaints with the State, and the State Department of Senior Services.

18. Equal Employment Opportunity.

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such actions will include but not be limited to the following: employment, upgrading, demotions, transfers, recruitment or recruitment advertising, layoffs or terminations, selection for training, including apprenticeship and participation in recreational and educational activities. The Contractor agrees to post in places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Contractor will in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Contractor shall cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

b. The Contractor shall keep such records and submit such records concerning racial and ethnic origin, and disability status of the applicants for employment and employees as the Secretary may require.

c. The Contractor agrees to comply with such rules, regulations, or guidelines as the Secretary may issue to implement these requirements.

19. Interest of Contractor. The Contractor covenants that it presently has no interest and shall have no interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. The Contractor further covenants that in the performance of this contract, no person having such interest shall be employed. The Contractor further covenants that it shall prevent any unlawful benefits from accruing to individuals associated with the contractor as a result of the contract.

20. Termination of Contract. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, or if the grant from the Alabama Department of Senior Services under which this Contract is made is terminated by the Alabama Department of Senior Services the Planning Agency shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five (5)

days before the effective date of such termination. In the event of termination all property and finished or unfinished documents, data, records, and reports, prepared by the Contractor under this Contract shall at the option of the Planning Agency, become the property of the Planning Agency, and the Contractor shall be entitled to compensation for any reimbursable expenses necessarily incurred in satisfactory performance of this Contract.

21. Termination for Convenience of Contractor. The Contractor may terminate this Contract at any time giving written notice to the Planning Agency of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination.

IN WITNESS THEREOF, the South Alabama Regional Planning Commission and the Contractor have executed this Agreement as of the date first above written.

ATTEST:

Julie McGee
Area Agency on Aging Director

GRANTOR:
SOUTH ALABAMA REGIONAL PLANNING COMMISSION

John F. Rhodes
Executive Director

ATTEST:

By:_____

CONTRACTOR
CITY OF MOBILE

By: _____

Title:_____

Federal Employer I.D. Number: _____

EXHIBIT I

FY 2023
Scope of Services
City of Mobile

Title III

The contractor shall do, perform, and carry out in a satisfactory and proper manner, as determined by the Planning Agency, the following services:

A. Access Services

1. Transportation and Escort

The Contractor will provide transportation and escort services for persons sixty (60) years and older at least five (5) days a week with particular emphasis on low-income and minority elderly to the following centers:

Trinity Gardens – at least 5 days a week
Hillsdale – at least 5 days a week
Sullivan – at least 5 days a week
Parkway – at least 5 days a week

The Contractor will provide transportation services to homebound elderly by delivering meals to them from the centers. To also provide transportation for Doctor's visits, Food Stamp Office, Social Security Office, shopping assistance, recreation and other purposes as needed. The Contractor will provide the drivers for the vehicle(s).

2. Outreach

The Contractor will provide outreach to as many older persons as possible by concentrating outreach activities (telephoning, visiting, and distribution of informational/educational brochures, etc.) to groups that have a high percentage of either/or low-income, rural and minority members and by providing community education and training to persons who come in contact with older persons on a frequent basis.

Community outreach will be undertaken at minority churches and through programs that address low-income persons. High-risk persons will be reached through efforts aimed at hospitals, long-term care facilities, the Medicaid Waiver Program, and Senior Aides Program. The Area Agency on Aging will assist the Contractor in these efforts and outreach activities will be reported on a monthly basis and maintained by the Area Agency on Aging.

3. Information and Referral

The Contractor shall continue to provide an information and referral service in cooperation with other agencies, particularly the Area Agency on Aging. Assistance will be provided to the Planning Agency in dissemination of information and referral activities particularly to isolated, low-income and minority elderly. The Contractor shall provide assistance in the distribution of information to isolated, low-income and/or minority elderly.

B. Nutrition Center Operation

1. The Contractor will provide four (4) nutrition centers for the purpose of serving meals in a clean and pleasant atmosphere that is also accessible to handicapped individuals, and provide access to kitchen and restroom facilities which meet local health and fire code

requirements and to ensure the use of utilities to include telephone at the center for the period of this contract.

2. The Contractor shall provide four (4) Center Managers five (5) hours per day for five (5) days a week. Emphasis for selection of a manager should be placed on participants and/or retired persons. This person will be hired with the approval of the Planning Agency. In addition, to provide staff with a plan defining their responsibilities during emergencies, i.e., fire, illness and Acts of God.

3. The nutrition center of community center when applicable must stay open for four (4) hours a day Monday through Friday unless it is an approved holiday closing, even when meals are not being served due to a reduction in serving days or a field trip. The purpose is to allow seniors desiring to come to the center for socialization and recreation that opportunity.

4. The Contractor shall arrange for an adequate number of volunteers to assist the Center Manager with special consideration to Retired Senior Volunteers.

5. The Contractor will provide supportive services as addressed in the Title III Rules and Regulations.

C. Meals

1. Trinity Gardens: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

2. Hillsdale: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

3. Sullivan: To receive no less than 25 congregate meals per day of operation, which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

4. Parkway: To receive no less than 25 congregate meals per day of operation; which shall be at least five (5) days per week. The actual number of meals and serving days will vary depending on SAIL Center participation and available funding.

5. The Contractor is responsible for serving all meals ordered and received to eligible participants daily. An updated waiting list is to be utilized to ensure all meals are served to eligible participants. The Contractor will be billed and is to reimburse the Planning Agency for any meals not served to eligible participants. Sign in logs, meal certification forms, and AIMS reports substantiate meals served to eligible participants.

Holiday Schedule: The nutrition centers will be closed on the following:

October 10	Columbus Day
November 11	Veterans Day
November 24-25	Thanksgiving
December 26-30	Christmas
January 2	New Year's Day
January 16	Martin Luther King
February 20	President's Day
February 20-21	Mardi Gras
April 7	Good Friday
April 24	State Holiday
May 29	Memorial Day
June 5	State Holiday
June 19	Juneteenth
July 4	Independence Day
September 4	Labor Day

D. Training

To ensure that personnel will attend certain training sessions provided by the Planning Agency. In particular, Center Managers must attend training once per month and attend annual training.

E. Eligibility for Services Provided

The Contractor assures that preference will be given to providing services to older individuals with the greatest economic and/or social needs, with particular attention to low-income minority individuals. The Contractor also assures that with all services provided under this contract utilizing Older Americans Act funds, no means test may be used to determine the eligibility of older persons.

F. Equipment

In the event the Contractor uses a portion of Title III monies for the acquisition of vehicles and/or equipment, the Contractor shall have the use of the vehicle and/or equipment for the duration of the program. If either the Planning Agency or the Contractor terminates this contract, the disposition of the purchase will be made by the Planning Agency.

G. Accounts and Records

Records will be maintained on all contributions received by the contractor. Once contributions are collected, they should be counted by two (2) persons (Center Manager and a participant). Contributions should be listed on an Area Agency on Aging monthly donation form. The total contributions should be added and verified and both persons should sign the form for each entry. Contributions should be given to the contractor or designated persons for making bank deposit. At the end of each month, the Center Manager should send to the Area Agency on Aging a copy of the monthly donation form and a copy of the deposit slips for each deposit made. Contributions should be deposited as soon as possible, preferably on a daily basis. Cash should not be left at the center overnight. These contributions should be sent to the Planning Agency at the end of each month along with the monthly financial report.

1. The Contractor will maintain an individual record for each participant on the Title III Client Intake Form as prepared by the Alabama Department of Senior Services. New clients must complete this form when they request services; existing clients must update this form each year. This form is required by all Title III clients if they receive any of the following

services during the year: Personal Care, Homemaker, Chore, Home Delivered Meals, Adult Day Care/Health, Case Management, Congregate Meals, Nutrition Counseling, Assisted Transportation, Transportation, Caregiver Respite, or Caregiver Supplemental Services.

2. The Contractor will ensure that the following records, where applicable, will be provided to the Planning Agency as required.
   a. Weekly meal report and voucher
   b. Monthly supportive and services report
   c. Monthly attendance log

3. Monthly Aging Information Management System (AIMS) reports must be completed online by the 5th of the month following the month of delivered services.

4. To maintain records in such a manner that individuals' confidentiality will not be violated.

H. Publicity

Any major publicity reports should acknowledge that the contract services are made available through a grant from the Alabama State Department of Senior Services and the South Alabama Regional Planning Commission under Title III of the Older Americans Act, 1965 (as amended, 2000).

I. Guidelines

In any situation not covered specifically by this contract, Contractor will follow the guidelines of Title III Older American Act, 1965 (as amended, 2000).

EXHIBIT II

CONTRACTOR City of Mobile **TYPE OF GRANT:**

CONTRACT NUMBER 316-AAA-2023

X	Title III-B
X	Title III-C-1
X	Title III-C-2
	Title III-D
	Title III-F
X	Other

Trinity Gardens, Hillsdale, Sullivan, and Parkway Centers
BUDGET SUMMARY

CONTRACT PERIOD: **FROM** October 1, 2022 **THRU** September 30, 2023

CATEGORY	AGING FUNDS	ESTIMATED LOCAL RESOURCES		TOTAL
		Local Cash	In-Kind	
Personnel*	50,000	117,158		167,158
Personnel Travel				
Space				
Utilities				
Postage & Telephone				
Supplies				
Training				
Transportation				
Insurance				
Office Furniture & Other Equipment				
Other				
TOTAL	$50,000	117,158		$167,158

*** Breakdown of personnel costs**

Position	Title III Funds	Local Cash
Tricksey Center Manager	$ 6,250	$ 17,275.50
Tricksey Driver	6,250	12,014.00
Parkway Center Manager	6,250	17,275.50
Parkway Driver	6,250	12,014.00
Sullivan Center Manager	6,250	17,275.50
Sullivan Driver	6,250	12,014.00
Hillsdale Center Manager	6,250	17,275.50
Hillsdale Driver	6,250	12,014.00
TOTALS	$50,000	$117,158

EXHIBIT III

ASSURANCE ON COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES REGULATION UNDER TITILE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

The City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964, as amended, (P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CPR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be otherwise subjected to discrimination under any program or activity for which the Sub-grantee received Federal financial assistance from the Alabama State Department of Senior Services, a recipient of Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor, including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT IV

ASSURANCE ON COMPLIANCE WITH THE
U. S. DEPARTMENT OF JUSTICE AMERICANS WITH DISABILITIES ACT

The Title III Contractor, the City of Mobile, (hereinafter called the "Sub-grantee"), HEREBY AGREES that it will comply with Title II of the Americans with Disabilities Act, 1988 signed into law in 1990 by President George Bush (Federal Register July 26, 1991) and all requirements imposed by or pursuant to the Regulations issued by the Department of Justice pursuant to Title II, to the end that, in accordance with Title II of the Act and the Regulations, no qualified individual with a disability in the United States shall be discriminated against or excluded from participation in or the benefits of the services, programs, or activities for which the Sub-grantee received Federal financial assistance from the department (hereinafter called the "Grantor") and hereby GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. Furthermore, no qualified individual with a disability shall, because of inaccessible or unusable facilities of a public entity, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity or be subject to discrimination by any public entity.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-grantee by the Grantor, this assurance shall obligate the Sub-grantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance shall obligate the Sub-grantee for the period during which it retains ownership or possession of the property. In all other cases, this assurance shall obligate the Sub-grantee for the period during which the Federal financial assistance is extended to it by the Grantor.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Sub-grantee by the Grantor including installment payments after such date on account of applications for Federal financial assistance were approved before such date. The Sub-grantee recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the Grantor or the United States or both shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-grantee, its successors, transferees, and assignees, and the person or persons whose signature(s) appear below are authorized to sign this assurance on behalf of the Sub-grantee.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT V

ASSURANCE OF COMPLIANCE WITH THE DRUG-FREE WORKPLACE ACT OF 1988

CONTRACTOR, SUBCONTRACTOR AND HOST AGENCY CERTIFICATION

All contractors, subcontractors, and host agencies of contract-funded positions shall certify to compliance with the Drug-Free Workplace Act of 1988. All contractors, subcontractors and host agencies must notify South Alabama Regional Planning Commission in writing of any criminal drug statue conviction for a violation by any of their personnel while in the performance of grant or contract funded through South Alabama Regional Planning Commission, or by any enrollee during working hours or while at an assigned workplace, not later than five (5) days after such conviction. Any contractor, subcontractor or host agency that knowingly fails to ensure a workplace free of controlled substance or alcohol abuse shall risk the immediate loss of the contract or subcontract with South Alabama Regional Planning Commission or the services provided through the respective program.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VI

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans And Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

NOTE: If Disclosure Forms are required, please contact: Mr. William Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 2006 Independence Avenue, SW, Washington, DC 20201-0001.

EXHIBIT VII

ASSURANCE OF HOW THE CONTRACTOR INTENDS TO SERVE THE NEEDS OF LOWER INCOME MINORITY AND RURAL RESIDENTS
{SEC. 306 8 (A) (5) (a) (II)}

City of Mobile_____

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

EXHIBIT VIII

Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion - Lower Tier Covered Transactions

(To be supplied to Lower Tier Participants)

By signing and submitting this lower tier proposal, the prospective lower tier participants, as defined in 45 CFR 76, certify to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

b. Where the prospective lower tier participants are unable to certify to any of the above, such prospective participants shall attach an explanation to this proposal.

The prospective lower tier participants further agree by submitting this proposal that they will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modifications in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Date: October 1, 2022

City of Mobile
Sub-grantee

BY: _____

TITLE: _____

ATTEST: _____

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 the South Alabama Regional Planning Commission to perform all necessary services provided under this contract for Parks and Recreation Department. The Planning Agency agrees to pay the contractor(The City of Mobile) as provided in the statement of work but in no event shall exceed $50,000.00 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

of meals and serving days may vary depending on SAIL Center participation and available funding.

7. Method of Payment. The Planning Agency will pay to the Contractor the amount or amounts of Federal funds set forth in Paragraph 6, which shall constitute full and complete compensation for the Contractor's services.

a. The Contractor shall prepare a certified monthly report (Form provided by Planning Agency) which is a requisition for payment for reimbursement of expenditures, a financial status report, a statement of unexpended funds on hand and a statement of non-Federal matching funds (cash and in-kind resources) received and expended, and monthly, signed time sheets. This report is to be submitted to the Planning Agency by the 5th day of the month following the month for which funds were expended.

b. Subject to receipt of funds from the Alabama Department of Senior Services, the Planning Agency will utilize the working capital basis to pay the Contractor the Federal fund amount set forth in Paragraph 6 on a monthly basis to be used for the purposes of this Contract. Upon review of the reasonableness of expenditures and their conformance to the Contractor's approved component budget, the Planning Agency will reimburse the City of Mobile for approved expenditures such that:

c. The contractor shall spend, but not exceed, one twelfth (1/12) or Four Thousand One Hundred Sixty-six Dollars ($4,166) of the budgeted Aging funds per month during the contract period. Those months having three pay periods may exceed one twelfth only to the extent necessary to meet payroll expenses for staff paid out of this contract. Local match shall be spent first as necessary to meet monthly expenditure requirements.

d. Payments shall be made subject to satisfactory completion of services covered by Paragraph 3, as required hereunder, and as determined by the Planning Agency. Reports covering services rendered under this Contract shall be due in the Planning Agency's office as follows:

i. Weekly reports are due on the first work day of the week following their completion.

ii. Monthly reports, including time sheets, are due on the 5th day of each month, November 2022 through October 2023, covering the previous 30-day period.

iii. Final financial reports are due on October 5, 2023.

e. It is expressly understood and agreed that in no event will the total compensation and reimbursement, if any, to be paid hereunder exceed the maximum of Fifty Thousand Dollars ($50,000) for all of the services required.

f. The Planning Agency reserves the right, in its sole discretion, to change the dollar amount of this contract based on Federal/State dollars actually received in the Notice of Grant Award from the Alabama Department of Senior Services, and to renegotiate this contract with the Contractor.

8. Recoupment of ineligible meals costs. Meals paid for with federal or state funds must be served to eligible persons age 60 and older, the spouse of a participant age 60 and older, or a volunteer at the nutrition center for each complete and certified meal delivered by the nutrition vendor. Meals not served to eligible congregate meal participants must be

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile for the purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit

Amount of Contract:

NTE $1,500,000 over 3 years

Effective Date of Contract:

3/7/2023

Funding Source

Project # Resolution for Intergovernmental Agreement with Mobile County District Attorney's Office

Discretionary Funds n/a

Project String General Fund Unassigned Fund Balance Fund 1000

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 Intergovernmental Agreement with Mobile County District Attorney's Office	Resolution Letter	2/23/2023

Intergovernmental Agreement	Backup Material	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Budget	Sapp, Celia	Approved	2/23/2023 - 12:06 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:56 PM
Legal	Kern, Chris	Approved	2/23/2023 - 1:57 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:10 PM

2023

RESOLUTION

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, the Intergovernmental Agreement between the Mobile County District Attorney's Office and the City of Mobile, for the public purpose of providing funding assistance for crime investigation, prevention and prosecution in the Circuit Courts and District Courts of the 13th Judicial Circuit, and to perform all acts necessary as outlined in the Intergovernmental Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Intergovernmental Agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE MOBILE COUNTY

DISTRICT ATTORNEY'S OFFICE

AND

THE CITY OF MOBILE, ALABAMA

This Agreement is between the Office of the Mobile County District Attorney ("MCDA") and the City of Mobile, Alabama ("City ") for the public purpose of providing funding assistance for crime prosecution in the Circuit Courts and District Courts of the 13"' Judicial Circuit. To that end the parties agree as follows:

1. City agrees to provide funding assistance to MCDA in a sum not to exceed $500,000.00 per year for a period of three years, for a total not to exceed under this agreement of $1,500,000.00;

2. MCDA agrees to use the funds received from City exclusively for its operations in support of crime investigation, crime prevention and crime prosecution in the City of Mobile, its police jurisdiction, and the surrounding area;

3. MCDA and City agree that this agreement does not obligate either party to provide permanent or additional funding beyond the term of this agreement;

4. The Parties agree that nothing herein shall make MCDA an agent or joint venturer of City for any purpose;

5. Upon full execution of this agreement by both parties (hereafter 'the Effective Date'), the funds will be disbursed in three annual payments of $500,000.00, after presentation by MCDA of an invoice requesting the initial disbursement, and thereafter upon presentation by MCDA of an invoice after each anniversary of the effective date;

6. MCDA agrees to refund to City any portion of the funds which are unused or used for any other purpose;

7. No more than thirty (30) days following receipt of funds, MCDA shall provide to City a report which shall summarize the use of the funds which are the subject hereof; MCDA shall further provide an annual report summarizing the use of the funds prior to receipt of the second and third installments.

8. MCDA agrees that it will comply strictly with all state and federal laws, rules, and regulations, and shall specifically assure that no person is subjected to discrimination on the basis of race, color, national or ethnic origin, age, religion, disability, sex, sexual orientation, gender identity and expression, veteran status, characteristics of personal identity, or any other characteristic protected under

applicable federal or state law.

IN WITNESS WHEREOF, the parties have each cause this instrument to be executed on the date or dates set out below the signature of their duly authorized representative.

CITY OF MOBILE, A Municipal Corporation

BY _____
Its Mayor

DATE _____

ATTEST:

BY: _____
Its City Clerk

OFFICE OF MOBILE COUNTY DISTRICT ATTORNEY

By: _____
KEITH BLACKWOOD
Mobile County District Attorney

DATE _____

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 Admin Chevrolet Tahoe PPV SUVs for MPD.
General fund.

Amount of Contract:

$117,630.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230222 Dana Agenda Package POs	Cover Memo	2/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Dana Safety Supply Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Dana Safety Supply Inc for upfit of 15 Admin Chevrolet Tahoe PPV SUVs for MPD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $117,630.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5757

How many bidders received bid packages (if applicable): 37+web

How many bidders submitted bids (if applicable): 2

If this is not the lowest bid, explain why not:

_____

_____

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
1492	2023	(F7000) MOTOR POOL	UPFIT 15 ADMIN CHEVROLET TAHOE PPV SUVS FOR MPD (SEALED BID 5757)	$117,630.00	(290980) DANA SAFETY SUPPLY INC.

Adopted:

_____
City Clerk

Bill To	Requisition 00001492-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 1

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	290980	10/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	UPFITTING FOR LARGE SUV AS SPECIFIED: THE STAFF BUILD TAHOE SHALL CONSIST OF THE 2023 YEAR MODEL FULL SIZE CHEVROLET TAHOE PPV WITH 2-WHEEL DRIVE. IT SHALL INCLUDE STANDARD SPECIFICATIONS AND BE BLACK IN COLOR. IT SHAL INCKLUDE THE FOLLOWING FACTORY OPTIONS: 6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP, AND FITTED FRONT AND REAR FLOOR MATS. THE CITY WILL ACCEPT NO SUBSTITUTIONS FOR THE EQUIPMENT. THE EMERGENCY EQUIPMENT IS COMPUTER CONTROLLED AND/OR MUST BE DISIGNED TO BE COMPATIBLE. THE PRODUCTS SHALL BE PROVIDED AND INSTALLED ON THE ABOVE VEHICLE. ALL PRODUCTS WILL BE AS PER CITY OF MOBILE BID #5757. AS PER CITY OF MOBILE BID #575 AND YOUR QUOTE Additional Description Notes --- THE STAFF BUILD TAHOE SHALL CONSIST OF THE 2023 YEAR MODEL FULL SIZE CHEVROLET TAHOE PPV WITH 2-WHEEL DRIVE. IT SHALL INCLUDE STANDARD SPECIFICATIONS AND BE BLACK IN COLOR. IT SHALL INCLUDE THE FOLLOWING FACTORY OPTIONS:	15.00 EACH	7842.00000	117630.00

Bill To	Requisition 00001492-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	290980	10/28/22			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	6J7 FLASHER, 6J3 GRILLE WIRING, 6J4 HORN SIREN CIRCUIT WIRING, WHELEN ARGES SPOTLIGHT, 6C7 INTERIOR DOME LAMP, AND FITTED FRONT AND REAR FLOOR MATS.			
	THE MOBILE POLICE DEPARTMENT WILL ACCEPT NO SUBSTITUTIONS FOR THE EQUIPMENT. THE EMERGENCY EQUIPMENT IS COMPUTER CONTROLLED AND/OR MUST BE DISIGNED TO BE COMPATIBLE. THE PRODUCTS SHALL BE PROVIDED AND INSTALLED ON THE ABOVE VEHICLE. REQUESTED BY THE POLICE DEPARTMENT.			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01530 .VEHICLEEXP. .			117630.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 117630.00

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

Account	Amount	Remaining Budget
E MP01530 .VEHICLEEXP. .	117630.00	126673.45

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

Bill To	Requisition 00001492-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/27/22	290980	10/28/22			MOTOR POOL

Account		Amount	Remaining Budget
Account		Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		117630.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
CCancelled	02/17/23	JOHN PAINE	GL Allocation changed
Approved	12/02/22	CHARLES SUMRALL	Up fitting kit for PD units
Approved	12/06/22	KINA ANDREWS	Auto approved by: 910520042
Approved	12/06/22	JAMES DELAPP	Auto approved by: 910520042
Approved	12/06/22	MARC VASSALLO	
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij
Queued	02/17/23	CHARLES SUMRALL	being worked
Pending		SHONNDA SMITH	being worked
Pending		JAMES DELAPP	being worked
Pending		CASI CALLAWAY	being worked
Pending		DONALD ROSE	being worked
Pending		SANDRA LEWIS	being worked
Pending		KAREN NAMAN	being worked
Pending		JOHN PAINE	being worked
Pending		MICHAEL SPAFFORD	being worked

Authorized By: _____ Date: _____
Signature

Tabulation for Bid #5757
upfitting Tahoe Police Non Patrol Vehicles

Dana Safety Supply Inc. 7842.00/each

Prologic ITS LLC 7857.75

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:
1/2/2023	5757	POLICE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 4 to 20	**UPFITTING TAHOE POLICE NON-PATROL VEHICLE** Upfitting of 2022-2023 model Chevrolet Police Non-Patrol Tahoe PPV as per the following and attached specifications. Vendor shall bid and provide the items specified as per the attached specification. Price to upfit Tahoe as per the following and attached specifications $_____/ unit. Time to upfit each Tahoe as per specification _____ The City desires for the vendor to be able to upfit 3 Tahoes per week. Can you meet the minimum of 3 completed units per week? Yes_____ No_____ City of Mobile will deliver the vehicle to the vendor's shop for upfitting and pick them up when upfitting is complete. **City of Mobile Business License Required – See Item 14 (on reverse side)**					
				TOTAL		

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

Page 1 of 2

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

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

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

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

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

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ON 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.

Option

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

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

STAFF BUILD

The Staff Build Tahoe shall consist of the 2023 year model full size Chevrolet Tahoe PPV with 2-wheel drive. It shall include standard specifications and be black in color. It shall include the following factory options:

6J7 Flasher, 6J3 Grille Wiring, 6J4 Horn Siren Circuit Wiring, Whelen Arges Spotlight, 6C7 Interior Dome Lamp, and fitted front and rear floor mats.

The Mobile Police Department will accept no substitutions for the following equipment. The following emergency equipment is computer controlled and/or must be designed to be compatible. The following products shall be provided and installed on the above vehicle:

1. (1) Federal Signal PF200H – remote mount smart siren with handheld controller. To include (1) Federal Signal EXPMOD24 expansion module and (1) Federal Signal OBDCABLE20-GMCAN OBD II interface cable.
2. (1) Federal Signal ES100C – siren speaker. To include Federal Signal ESB-TAH21ND speaker bracket.
3. (1) MNSTAR SOLUTIONS PD-B6I6 - 12 position split fused distribution block. This product must have 6 constant power, 6 switched power, and 12 ground connections.
4. (1) Federal Signal SIFMJS-TAH21-P2 – interior front windshield light bar.
5. (6) Federal Signal MPS62UX-BW – perimeter lights. To include (6) Federal Signal MPSM6U-FPIU20SMW mounting brackets.
6. (1) Federal Signal SIFMJH-TAH21-P2 – interior rear windshield light bar.
7. (2) Federal Signal MPS63UX-BRW – perimeter lights.
8. (2) Federal Signal 416300-BA – perimeter lights. To include Federal Signal 416302 grommet kit.
9. (2) Federal Signal MPS62UX-BW – perimeter lights.
10. (1) Setina GK11191B1S – Blac-Rac standalone mount universal rifle and shotgun rack. The locks shall not use a handcuff key.
11. (1) Setina GF1092TAH21 – base for Blac-Rac standalone mount universal rifle and shotgun rack.
12. (1) Blac-Rac Retention Post 2500+ - Blac-Rac retention post for rifle gun lock.
13. (1) Federal Signal RBKIT2 – dual rumbler woofers kit. To include Federal Signal RB-TAH21 bracket kit.
14. (1) Pulse Larsen KGI768 – interior glass mount dipole mobile radio antenna. 768-896 MHZ with 14' RG58 cable.
15. (1) Amphenol 031-2367-RFX – TNC RG58 connector.
16. (2) Federal Signal XSM2X-BRW-US – interior mount warning light.

Installation details:

Item # 1 – Federal Signal PF200H – along with the Federal Signal EXPMOD24 expansion module and the Federal Signal OBDCABLE20-GMCAN OBD II interface cable, shall be installed as per manufacturer's specifications in a location to be determined. Wiring connections for this item shall be connected as follows:

Power: Attached to ignition and/or constant power on MNSTAR Solutions fused distribution block as required.

Ground: Attached to ground on MNSTAR Solutions fused distribution block.

Speaker: Attached to factory wiring harness that is connected to siren speaker.

Item # 2 – Federal Signal ES100C – along with the Federal Signal ESB-TAH21ND speaker bracket, shall be installed as per manufacturer's specifications.

Item # 3 - MNSTAR SOLUTIONS PD-B6I6 - shall be installed as per manufacturer's specifications in a location to be determined. It will protect as well as provide power for all aftermarket equipment. Wiring connections for this item shall be connected as follows:

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

Item # 4 – Federal Signal SIFMJS-TAH21-P2 – shall be installed as per manufacturer's specifications.

Item # 5 – Federal Signal MPS62UX-BW – along with the Federal Signal MPSM6U-FPIU20SMW mounting brackets, shall be installed as per manufacturer's specifications. They shall be installed horizontally along the driver and passenger running boards. There will be 3 on each side and they shall be evenly spaced.

Item # 6 – Federal Signal SIFMJH-TAH21-P2 - shall be installed as per manufacturer's specifications.

Item # 7 - Federal Signal MPS63UX-BRW - shall be installed as per manufacturer's specifications horizontally on either side of the tag.

Item # 8 - Federal Signal 416300-BA – along with the Federal Signal 416302 grommet kit, shall be installed as per manufacturer's specifications to the bottom of the lift gate panel.

Item # 9 - Federal Signal MPS62UX-BW - shall be installed as per manufacturer's specifications on the driver and passenger side lower front fascia.

Item # 10 - Setina GK11191B1S - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 11 - Setina GF1092TAH21 - shall be installed as per manufacturer's specifications behind the factory front center console.

Item # 12 – Blac-Rac Retention Post 2500+ – shall be installed as per manufacturer's specifications.

Item # 13 – Federal Signal RBKIT2 – along with Federal Signal RB-TAH21 bracket kit, shall be installed as per manufacturer's specifications.

Item # 14 – Pulse Larsen KGI768 – shall be installed as per manufacturer's specifications. It will be installed on the interior of one of the rear cargo windows.

Item # 15 – Amphenol 031-2367-RFX – shall be installed onto the end of the RG58 mobile radio antenna cable.

Item # 16 – Federal Signal XSM2X-BRW-US – shall be installed as per manufacturer's specifications in the rear cargo windows.

Additional Requirements:

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

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

There are 2 power wiring harnesses, 1 for the head unit (display) and 1 for the MRU unit (brain). The head unit will be mounted in a location to be determined near the factory center console using a Harris bracket. The MRU will be mounted in a location to be determined using a Harris bracket. A 3pin data cable will run between these 2 units. The Pulse Larsen antenna will be installed on the interior of one of the rear cargo windows. A RG-58 coaxial antenna cable will run from the antenna and terminate with a TNC connector at the location of the MRU. A radio speaker will be mounted with the supplied mounting bracket and hardware in a location to be determined.

Factory Flashers –The factory flashers are factory installed. There will be an activation wire in the factory upfitter wiring harness that will be extended and connected to the switch that activates the wig wag function.

- The installer will furnish to the City of Mobile a full diagram listing where The wire runs are located and listing what wiring scheme is being used (EX: Red=Constant Power, Yellow=Ignition Power, Black=Ground, Pink=Trigger, Blue and Brown=Siren, ETC).
- A warranty and service agreement will be made detailing what service will be provided and for what length of time.
- The company awarded the contract or its contractor shall stock replacement parts or have them readily available for repairs.
- All wiring shall be protected by a raceway, channel, loom, or conduit. Any wiring outside of the passenger compartment shall be loomed. Any connections made outside of the passenger compartment shall be soldered and heat shrunk, or at minimum a heat shrink type connector shall be used. The connections on any wire 10 gauge or larger in diameter **must** have a mechanical connection (uninsulated crimp), as well as be soldered and heat shrunk regardless of location.
- All lights will be synchronized together.

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

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

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

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

* **All above equipment to be installed prior to delivery**
** **Quantity will be contingent upon pricing**
*** **Install shall include a Harris radio wiring kit to be provided to the contractor by the City of Mobile.**

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:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Approve issuance of purchase order to Liftnow automotive Equipment Corp for Bendpak R26FLT tire changer for Municipal Garage
General fund.

Amount of Contract:

$17,440.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230216 Liftnow Agenda Package POs	Cover Memo	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:02 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Liftnow Automotive Equipmment Corp

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Liftnow automotive Equipment Corp for Bendpak R26FLT tire changer for Municipal Garage

General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,440.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5758

How many bidders received bid packages (if applicable): 12 + web

How many bidders submitted bids (if applicable): 3

If this is not the lowest bid, explain why not:

_____

_____

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
609	2023	(2050) FLEET MANAGEMENT-GARAGE	BENDPAK R26FLT TIRE-CHANGING MACHINE FOR MUNICIPAL GARAGE (SEALED BID 5758)	$17,440.00	(298323) LIFTNOW AUTOMOTIVE EQUIPMENT CORP.

Adopted:

_____
City Clerk

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP. PO BOX 972 YORKTOWN HEIGHTS, NY 10598 Tel#9144243479	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOF MOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TIRE CHANGER MACHINE AS SPECIFIED: ELECTROHYDRAULIC INDUSTRIAL TIRE CHANGER FOR INDUSTRIAL VEHICLES. HANDLES 14" TO 26" RIM WITH MAXIMUM WHEEL DIAMETER OF 63" AND A MAX WHEEL WIDTH OF 30". MAX FLLOOR SPACE REQUIRED OF ONLY 87. 5" X 73.75". FACTORY INSTALLATION INCLUDED. VENDOR TO PROVIDE AND INSTALL TRUCK TIRE CHANGER BENDPAK MODEL R26FLT AS PER CITY OF MOBILE BID #5758 AND YOUR QUOTE. Additional Description Notes --- CORIGHI HD 700 ELECTROHYDRAULIC INDUSTRIAL TIRE CHANGER FOR INDUSTRIAL VEHICLES. HANDLES 14" TO 26" RIM WITH MAXIMUM WHEEL DIAMETER OF 63" AND A MAX WHEEL WIDTH OF 30". MAX FLOOR SPACE REQUIRED OF ONLY 87.5" X 73.75". FACTORY INSTALLATION INCLUDED. RESUBMITTAL REQUESTED BY CHARLES SUMRALL 2050 - FLEET. The Above Line Item Is For Department: MOTOR POOL The Above Line Item Is Required By: 09/15/22	1.00 EACH	17440.00000	17440.00
1	1000.40.20.2070.2050.2070.0000.0000.44020.			17440.00

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.44020.
MOBILE, AL	Review:
36604	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP.	MUNICIPAL GARAGE
PO BOX 972	770 GAYLE STREET
	MOBILE, AL 36604
YORKTOWN HEIGHTS, NY 10598	CARTERD@CITYOF MOBILE.ORG
Tel#9144243479	Delivery Reference
	DIANE CARTER-MCCARTY
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604
	Delivery Reference
	DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 17440.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.44020.	17440.00	4604100.58
FLEET MANAGEMENT EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	10/12/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/12/22	JAMES DELAPP	
Approved	10/12/22	MARC VASSALLO	Auto approved by: 910518527
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Forward	12/08/22	DONNA MICHELE STANLEY	Automatic Forward to 9105paij

Bill To	Requisition 00000609-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 vendorinvoices@cityofmobile.org	Acct No: 1000.40.20.2070.2050.2070.0000.0000.44020. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
LIFTNOW AUTOMOTIVE EQUIPMENT CORP. PO BOX 972 YORKTOWN HEIGHTS, NY 10598 Tel#9144243479	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 CARTERD@CITYOF MOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/28/22	298323	10/11/22			FLEET MANAGEMENT-GARAGE

LN	Description / Account			Qty	Unit Price	Net Price
	Rejected	12/28/22	JOHN PAINE		see email	
	Approved	02/16/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	02/16/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	02/16/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	02/16/23	JOHN PAINE			
	Approved	02/16/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5758
TRUCK TIRE CHANGING MACHINE

LIFTMORE AUTOMOTIVE EQUIPMENT CO	$14,744.00
TECHNOLOGY INTERNATIONAL	$18,000.00
MASSETT SUPPLY COMPANY	$18,049.00

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:
1/3/2023	5758	GARAGE	TO BE SPECIFIED

This bid must be received and stamped by the Purchasing office not later than: 12:01 PM, Friday, January 20, 2023

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
APPX 1-2	**TRUCK TIRE CHANGING MACHINE** Truck tire changing machine as per the following and attached specifications. Make_____ Model_____ Installed Price $_____ Vendor will be responsible to provide and install the tire changing machine. City will make the final electrical connections. City of Mobile Business License is required. Upon award, the City will purchase a minimum of one (1) truck tire changing machine. Page 1 of 2					
			TOTAL			

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

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

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

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

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

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

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

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

If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.

TO BE AWARDED ALL OR NONE.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Specification For Large Tire Machine

- electric motor and hydraulic
- Self-centering hydraulic clamping chuck
- Quick positioning and locking mount / demount arm
- Adjustable carriage for positioning, bead loosening, mounting and de-mounting.
- Hydraulically operated spreader jaws
- Sturdy spindle, chuck and mount-demount head hydraulically rotates, raises, and lowers
- Must be able to handle aluminum rims
- Large bead tool
- Small bead tool
- Rotary valve O-rings
- Wheel clamp comes standard
- Vendor will be responsible to provide and install.
- City will make final electrical connections
- Vendor shall provide a 3 hour class on use and care of the tire machine.

Style

Style:
Truck Tire Changer

Drive System Type
Electric / Hydraulic
Voltage
3 HP (220 VAC 50-60 HZ)

Wheel Clamping Method

4 clamps

Bead Braking System

Armor-plated Disc

Max Rim Diameter

14" – 26" (356 mm – 660 mm)

Max Tire / Wheel Diameter

63" (1,600 mm)

Max Tire / Wheel Width

31" (787 mm)

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:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance purchase order to Mike Hoffman Equipment Services to replace gasoline product piping at Municipal Garage and approve Mayor Emergency Declaration. General fund.

Amount of Contract:

$49,958.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230222 Hoffman Agenda Package POs	Cover Memo	2/22/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:09 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Mike Hoffman Equipment Services

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Mike Hoffman Equipment Services to replace gasoline product piping at Municipal Garage and approve Mayor Emergency Declaration.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $49,958.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Less than $50K Public Works bid rqmt, also emergency exempt AL Code 39-2-2(e)

How many bidders received bid packages (if applicable): 3

How many bidders submitted bids (if applicable): 1

If this is not the lowest bid, explain why not:
Competitive quotes sought from Mike Hoffman, McKinney Petroleum, and Superior Petroleum Services.

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 that the Mayor's Emergency Declaration of February 9, 2023 relating to the need for repairs to the Garage fueling system is approved and declared, for the following requisition as indicated below and attached herein.

Requisition	Fiscal Year	Department	Description	Amount	Vendor
6070	2023	(2050) FLEET MANAGEMENT-GARAGE	REPLACE GASOLINE PRODUCT PIPING AT MUNICIPAL GARAGE (AL CODE 39-2-2(E) EMERGENCY, QUOTES OBTAINED)	$49,958.00	(85814) MIKE HOFFMAN EQUIPMENT SERVICES

Adopted:

_____

City Clerk

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 1

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	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
02/16/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
001	TOTAL REPLACEMENT OF PRODUCT PIPING FROM GASOLINE TANK #2 TO PUMP #3 AND #4 SAW CUTTING, DEMOLITION, AND DISPOSAL OF EXISTING CONCRETE TO FURNISH AND INSTALL NEW FIBERGLASS PRODUCT PIPING FROM SUBMERSIBLE PUMP SUMP TO NEW DISPENSER SUMP. REPLACEMENT OF DISPENSER SUMP FOR DISPENSER AT PUMP #3 & #4. REPLACE AREA OF CONCRETE REMOVED FOR INSTALLATION OF THE NEW PIPING AREA IN DRIVEWAY (APPROXIMATELY 21' X 18') WITH 4000 PSI CONCRETE, REINFORCED WITH #5 REBAR ON 12" CENTERS. *BONDING (PERFORMANCE BOND) IS INCLUDED IN FINAL PRICING* Additional Description Notes --- TOTAL REPLACEMENT OF PRODUCT PIPING FROM GASOLINE TANK #2 TO PUMP #3 AND #4 SAW CUTTING, DEMOLITION, AND DISPOSAL OF EXISTING CONCRETE TO FURNISH AND INSTALL NEW FIBERGLASS PRODUCT PIPING FROM SUBMERSIBLE PUMP SUMP TO NEW DISPENSER SUMP. REPLACEMENT OF DISPENSER SUMP FOR DISPENSER AT PUMP #3 & #4. REPLACE AREA OF CONCRETE REMOVED FOR INSTALLATION OF THE NEW PIPING AREA IN DRIVEWAY (APPROXIMATELY 21' X 18') WITH 4000 PSI CONCRETE, REINFORCED WITH #5 REBAR ON 12" CENTERS. *BONDING (PERFORMANCE BOND) IS INCLUDED IN FINAL PRICING*	1.00 EACH	49958.00000	49958.00
1	1000.40.20.2070.2050.2070.0000.0000.47010.			49958.00

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 2

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	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
02/16/23	085814				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

Requisition Link

Requisition Total 49958.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.47010.	49958.00	4600745.23
FLEET MANAGEMENT EXP	EQUIPMENT (GREATER $5000)	

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

Activity	Date	Clerk	Comment
Approved	02/16/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/16/23	JAMES DELAPP	
Approved	02/16/23	CASI CALLAWAY	Auto approved by: 910518527
Queued	02/16/23	DONALD ROSE	Auto approved by: 910518527
Queued	02/16/23	SANDRA LEWIS	Auto approved by: 910518527
Queued	02/16/23	KAREN NAMAN	Auto approved by: 910518527
Queued	02/16/23	JOHN PAINE	Auto approved by: 910518527

Bill To	Requisition 00006070-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.47010. Review: Buyer: Status: Released Page 3

Vendor	Ship To
MIKE HOFFMAN EQUIPMENT SERVICES INC 4109 HALLS MILL RD MOBILE, AL 36693 Tel#251-666-8994 Fax 251-661-9558	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
02/16/23	085814				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 02/16/23 MICHAEL SPAFFORD		Auto approved by: 910518527	

Authorized By: _____ Date: _____
Signature

OFFICE OF THE MAYOR

MOBILE
ALABAMA

February 7, 2022

To Whom It May Concern:

I, William S. Stimpson, Mayor of the City of Mobile, hereby delegate my signature to the City Attorney, Ricardo A. Woods and Chief of Staff, James H. Barber, in my capacity as Mayor during the period of February 7-13, 2023, during which time I am out of state.

Sincerely,

William S. Stimpson
Mayor

DECLARATION OF PUBLIC WORKS EMERGENCY

WHEREAS, *Code of Alabama* 1975, Section 39-2-2 (e) provides an exception to the requirement for the advertisement of public works contracts in case of "emergency affecting public health, safety, or convenience which would result from delay"; and

WHEREAS, the Environmental Section of the City Engineering Department has advised the undersigned of an issue at the City of Mobile Garage, 770 Gayle Street, wherein multiple components of the fueling system have failed and need immediate replacement in order to avoid soil contamination, which would likely jeopardize the health and safety of the public;

NOW, THEREFORE, I hereby declare pursuant to Section 39-2-2 (e) of the *Code of Alabama*, 1975, that, as of January 31, 2023, at 2:00 p.m., a public works emergency has existed as stated above warranting immediate remedial action.

DONE THIS 9 DAY OF FEB, 2023.

FOR WILLIAM S. STIMPSON
MAYOR
CITY OF MOBILE, ALABAMA

City of Mobile Purchasing
P.O. BOX 1948
Mobile, Al. 36633
(251) 208-7477 -- (251) 208-7526 (FAX)
John.paine@cityofmobile.org

The City of Mobile is requesting quotes on the following items. Prices quoted are to be the Delivered price to the City of Mobile (FOB Mobile). **If quoting other than requested item, you must state Manufacturer Name and Model Number. No substitutes are allowed if description states, "NO SUB" or "NO SUBSTITUTES".** Please **sign** and return your quote in person at 770 Gayle Street on Monday, February 20th, 2023, between 3-4pm CST to Rosemary Ginn at the Guard Shack. **If you wish to view the site, email stormwater@cityofmobile.org, to make arrangements.** The site will be available for viewing between 8-9am CST on Monday, February 20th, 2023.

Thank you, John Paine

Units	Description	Unit Price	Total
1 Lump Sum	Total replacement of all product piping from Gasoline Tank #2 to dispenser pump #3 & #4. Furnish and install new double-walled fiberglass product piping and all connectors and fittings necessary to connect submersible pump sump for Tank #2 to new dispenser sump for Pump #3 & #4. Piping should be compatible with existing fueling system infrastructure at City Garage, 770 Gayle Street. Length of piping to be calculated by bidder and price for said length included in this quote. After installation of new piping, fuel system should function as intended, distributing fuel from Tank #2 to the dispensers pump #3 & #4, in accordance with manufacturer's specifications and recommendations.		$19,500.00
1 Lump Sum	Saw cutting, demolition, and disposal of existing concrete.		$7,500.00
1 Lump Sum	Replace dispenser sump for Wayne dispenser at Pump #3 & #4. Dispenser sump shall operate as intended, providing secondary containment to the dispenser, as per		$6,000.00

	manufacturer's recommendation.		
1 Lump Sum	Replace concrete in the excavated area removed for installation of new piping area in driveway (approximately 21' x 18'); concrete shall be replaced at the same thickness as the existing thickness. Backfill, excavated area with borrow material; do not re-use excavated material. Concrete shall be 4000 psi concrete reinforced with #5 rebar on 12" centers. Installation/excavation for new piping shall not disturb the newest, existing concrete patch running perpendicular to the dispenser island.		$15,460.00
1 Lump Sum	Performance Bond (for all the work in the above listed pay items).		$1,498.00
		Total:	$49,958.00

**Note:

1. Work must commence on Monday, February 27th, 2023, and be completed by Thursday, March 2nd, 2023.
2. All items incidental to the work which are not specifically mentioned in the total below are included in the total shown.
3. Any required ADEM regulatory testing/compliance documentation necessary to demonstrate that no leaks are present within the system is included in this quote. Testing reports are to be delivered in accordance with the schedule above.
4. This document is not an authorization to work – it is a quote. No work can commence until Purchase Order issued by Purchasing Department.

PLEASE SIGN BELOW:

PRICING CAN BE HONORED FOR 30 **DAYS.**

COMPANY NAME MIKE HOFFMANS EQUIPMENT

REPRESENTATIVE _____ **DATE** 2/20/23

Quote *DELIVERED PRICING* F.O.B. Destination

The City of Mobile will not add freight, fuel surcharges, handling, inside delivery unloading charges, hazardous material charges, etc. after the fact.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to approve issuance of purchase order to Emergency Services Consulting International for Code 3 Strategist emergency operations modeling software for MFRD.
General fund.

Amount of Contract:

$38,500.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230223 ESCI Agenda Package POs	Cover Memo	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Emergency Services Consulting International

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Emergency Services Consulting International for Code 3 Strategist emergency operations modeling software for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $38,500.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPP Gov Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
3121	2023	(1510) FIRE ADMINISTRATION	CODE 3 STRATEGIST EMERGENCY OPERATIONS MODELING SOFTWARE, SETUP AND ONE-YEAR SUBSCRIPTION FOR MFRD (NPP GOV COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$38,500.00	(298336) EMERGENCY SERVICES CONSULTING INTERNATIONAL

Adopted:

_____
City Clerk

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.49130.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI	FIRE CENTRAL SUPPLY
25030 SW PARKWAY AVE	2851 OLD SHELL ROAD
SUITE 300	
	MOBILE, AL 36607
WILSONVILLE, OR 97070	richardsonv@cityofmobile.org
Tel#503-570-7778	Delivery Reference
	VICTORIA RICHARDSON
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER NPPGOV CONTRACT #PS20365.			
	BILLING/PAYMENT DUE: 33% AT CONTRACT SIGNING, 33% AT COMPLETION OF TRAINING AND 34% DUE AT ACCEPTANCE (10-20 DAYS AFTER COMPLETION OF TRAINING.)			
001	LICENSE FOR SOFTWARE AS SPECIFIED:	1.00 EACH	38500.00000	38500.00
	Additional Description Notes			
	CODE 3 STRATEGIST PROGRAM Outright license purchase, Year 1 (includes training, initial configuration and Year 1 maintenance and support) Outright license purchase, subsequent years - maintenance Code3 Strategist allows you to perform deep exploration of your data which then may be displayed in map, chart, and tabular formats. Regardless of the chosen format you can access the data behind the image for further exploration. Custom reports can be created in Code3 Strategist, and it supports all nationally recognized reporting metrics (CPSE, NFPA, ISO) and it can also utilize any custom benchmarks you are capturing in your CAD or RMS.			
	SOFTWARE LICENSE 1 YEAR INCLUDING TRAINING, INITIAL CONFIGURATION AND 1 YEAR MAINTENANCE SUPPORT: $35,500.00.			
	PRE-APPROVED EXPENSES FOR ONSITE TRAINING NOT TO EXCEED: $3,000.00.			

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI 25030 SW PARKWAY AVE SUITE 300 WILSONVILLE, OR 97070 Tel#503-570-7778	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Vendor Item Inventory Item/Loc 1723			
1	6120.70.15.0000.0000.1510.0000.0000.49130.			19250.00
2	1000.30.15.1510.1510.1510.0000.0000.49130.			19250.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 38500.00

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

Account		Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.49130.		19250.00	4876629.55
	FIRE ADMINISTRATION EXP UNCLASSIFIED EXPENDITURES		
6120.70.15.0000.0000.1510.0000.0000.49130.		19250.00	4876629.55
	EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES		

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

Bill To	Requisition 00003121-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1510.1510.0000.0000.49130. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
EMERGENCY SERVICES CONSULTING INTERNATI 25030 SW PARKWAY AVE SUITE 300 WILSONVILLE, OR 97070 Tel#503-570-7778	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/12/22	298336				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Activity	Date	Clerk	Comment		
	Approved	02/23/23	DONALD ROSE	Approved by: 9105fola		
	Approved	02/23/23	SANDRA LEWIS	Auto approved by: 910516727		
	Approved	02/23/23	KAREN NAMAN	Auto approved by: 910516727		
	Approved	02/23/23	JOHN PAINE	Auto approved by: 910516727		
	Approved	02/23/23	MICHAEL SPAFFORD	Auto approved by: 910516727		

Authorized By: _____ Date: _____
Signature

Emergency Services Consulting International (ESCI)

Publicly Solicited Contract

START DATE:	POTENTIAL END DATE:	CONTRACT NUMBER:	LEAD PUBLIC AGENCY:
May 27th, 2020	May 27th, 2026	PS20365	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Long Range Master Planning & Strategic Planning
- Cooperative Efforts/Shared Services Feasibility Studies
- Standards of Cover
- Agency Evaluations
- Station Location & Staffing Studies
- Executive Recruitment
- Promotional Testing

Instructions to Access This Contract

Please Log in to view complete list of contract documents and instructions.

Log In

Contract Documents

For Best Viewing Results Download Contract Docs

Synopsis, MPA, RFP, and IGA available to logged in members.

Contact NPPGov

NPPGov Customer Service
customerservice@nppgov.com
Phone: 877.329.8847

Testimonial

"The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases."

Jeffrey Peebles
Lyon County Sheriff's Office

ESCI Overview

ESCI is the consulting firm of the IAFC, providing specialized, professional Fire, EMS, Law Enforcement and communications consulting services throughout the United States and Internationally. ESCI has been meeting the needs of emergency services agencies since 1976 and is considered by many to be the nation's leader in emergency services consulting. Utilizing twelve full-time staff and over 50 field consultants nationwide, ESCI provides consulting services to municipalities, special districts, counties, non-profit organizations, and the industrial and commercial community.

Additional Company Information

ESCI Website

ESCI Customer Service
Joe Powers
Managing Director
joe.powers@esci.us
1.800.757.3724

Terms and Conditions | Privacy Policy
Copyright National Purchasing Partners © 2021

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 NPPGov 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

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 NPPGov, 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 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 NPPGov 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 NPPGov, 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 NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov'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:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Ward Apparatus LLC for one MCB Responder 12ft rescue truck for MFRD.

General fund.

Amount of Contract:

$260,488.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230223 Ward Agenda Package POs	Cover Memo	2/23/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:04 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 28 Feb 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Ward Apparatus LLC

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Ward Apparatus LLC for one MCB Responder12-foot rescue truck for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $260,488.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
4781	2023	(1510) FIRE ADMINISTRATION	MCB RESPONDER 12FT RESCUE TRUCK FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$260,488.00	(0000) WARD APPARATUS LLC.

Adopted:

_____

City Clerk

Bill To	Requisition 00004781-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1100.70.00.0000.0000.0000.0000.0000.49301. Review: Buyer: Status: Released Page 1

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK, FIRE: WARD TECHNICAL RESCUE APPARATUS; Custom Ward Apparatus 12' Rescue Apparatus Mounted on a 2023 Ford F550 4x4 Chassis Vendor Item	1.00 EACH	260488.00000	260488.00
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP. .			130488.00
2	1100.70.00.0000.0000.0000.0000.0000.49301.			130000.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 260488.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	130488.00	1137248.20

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

Bill To	Requisition 00004781-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1100.70.00.0000.0000.0000.0000.0000.49301.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/23/23	00000				FIRE ADMINISTRATION

Account	Amount	Remaining Budget
1100.70.00.0000.0000.0000.0000.0000.49301.	130000.00	140663.57
DESIGNATED & DONATED FUNDS EXP REVENUE-FIRE DEPARTMENT		
7000.40.20.0000.0000.2070.0000.0000.47120.	130488.00	140663.57
MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	01/25/23	CHARLES SUMRALL	Replace Asset not Listed
Approved	01/30/23	KINA ANDREWS	Auto approved by: 910520042
Approved	01/30/23	JAMES DELAPP	Auto approved by: 910520042
Approved	01/30/23	CASI CALLAWAY	Auto approved by: 910520042
Approved	01/30/23	MARC VASSALLO	
Approved	01/30/23	LONA WHITLOCK	
Queued	01/30/23	DONALD ROSE	
Queued	01/30/23	SANDRA LEWIS	
Queued	01/30/23	KAREN NAMAN	
Queued	01/30/23	JOHN PAINE	
Queued	01/30/23	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
Signature

DocuSign Envelope ID: 66F8AE00-2C2E-4EEA-A5AC-02541E94F8C3

AMENDMENT No. 2 to CONTRACT No. FS12-19
For
Fire Service Apparatus (All Types)
Between
HOUSTON-GALVESTON AREA COUNCIL
And
Ward Apparatus, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC.** All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

Signed for **Houston-Galveston Area Council,**
Houston, Texas

DocuSigned by:
82EC270D5D61423...
Chuck Wemple, Executive Director

Date: 5/16/2022

Signed for: **Ward Apparatus, LLC**

DocuSigned by:
EA005BBE8D584D3...

Printed Name & Title: Scott Beecher President

Date: 5/10/2022

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

FULL CONTRACT ASSIGNMENT AND ASSUMPTION AGREEMENT

This Contract Assignment and Assumption Agreement is made by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC**,** Maintainer Corporation of Iowa, Inc. (Contractor) at 1701 South Second Avenue, Sheldon, IA 51201 and Ward Apparatus, LLC**, (**Assignee**)** at 1250 Schweizer Road, Horseheads, NY 14845.

WHEREAS, Contractor has first made H-GAC aware of the need for a Full Assignment of the original Agreement to the new Assignee. This notice should be made to H-GAC via a letter or formal notice provided to H-GAC detailing the reason(s) for the Assignment. This formal notice from the Contractor will be included as Attachment A of this Assignment Agreement.

WHEREAS, Contractor entered into a Contract, identified as ID 3980, with H-GAC.

WHEREAS, Contractor wishes to assign the full performance of its obligations under the Contract to Assignee, effective on the Effective Date defined below; for the duration of the contract through the End Date of the Agreement, Nov 30 2021.

WHEREAS, Assignee is willing to accept such assignment, perform as stipulated in the original Contract (a copy of which will be provided to Assignee by Contractor) and comply with all the General and Special Provisions.

WHEREAS, H-GAC is willing to consent to such assignment on the terms stated herein;

NOW THEREFORE, the parties agree as follows:

1. Contractor hereby assigns to Assignee all of its rights and obligations, including payment, under the Contract on the Effective Date (defined below). Contractor will continue to be responsible for all actions taken by Contractor and Purchase Orders (if applicable) processed under the Contract prior to the Effective Date of this Assignment Agreement.

2. Assignee hereby accepts the assignment of Contractor's rights under the Contract, including payment, and assumes all of Contractor's obligations under the Contract from and after the Effective Date. Assignee agrees to perform the duties of the Contractor under the Contract and to comply with all Contract General and Special Provisions commencing on the Effective Date.

3. H-GAC hereby consents to such assignment and assumption.

Unless otherwise noted, this Agreement goes into effect on the date signed by H-GAC (the "Effective Date"). All other terms and conditions of the Contract shall remain unchanged and in full force and effect.

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

IN WITNESS WHEREOF, the parties have caused this Full Contract Assignment and Assumption Agreement to be executed by their respective duly authorized representatives.

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/29/2021

Maintainer Corporation of Iowa, Inc. (Contractor)

Signature DocuSigned by: Shelley Morris 9584AD0BE4CF439...

Name Shelley Morris

Title President

Date 9/29/2021

Ward Apparatus, LLC (Assignee)

Signature DocuSigned by: EA005BBE8D584D3...

Name Scott Beecher

Title President

Date 9/29/2021

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

Attachment A - Formal Notice of Assignment

DocuSign Envelope ID: C8098C1F-0BF8-444B-8275-38DBF39B20BB

Maintainer

Crafting a Legacy of Premium Truck Bodies

September 7, 2021

Houston-Galveston Area Council.
PO Box 22777
Houston, TX 77227

TO: Whom it May Concern
RE: Notice of Assignment, Maintainer Custom Bodies

This letter is to certify that in January 2021, Ward Apparatus acquired Maintainer Custom Bodies, a business segment of Maintainer Corporation of Iowa. All contracts/accounts should now be assigned to Ward Apparatus.

Please feel free to reach out with any questions or concerns.

Sincerely,

Shelley Morris, President
Maintainer Corporation of Iowa
(712) 324-8125
smorris@maintainer.com

Scott Beecher, President
Ward Apparatus
(607) 796-0149
scott.beecher@warddiesel.com

Scott Beecher, President
Ward Apparatus

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Maintainer Corporation of Iowa, Inc., hereinafter referred to as the Contractor, having its principal place of business at 1701 South Second Avenue, Sheldon, IA 51201.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY
The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS
The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR
The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT
The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Dec 01 2019 and ends Nov 30 2021. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

DocuSign Envelope ID: 0F44F34E-C884-476C-960E-B395109C539C

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

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H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) lf the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

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END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Maintainer Corporation of Iowa, Inc.

Signature DocuSigned by: Shelley Morris 9584AD0BE4CF439...

Name Shelley Morris

Title President

Date 11/13/2019

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/13/2019

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SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA) with the **Contractor** through this Agreement**,** and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC.** Contractor affirms that termination of its Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS.** Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor.**

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Agreement, Contractor develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its END USER as provided in its most favorable past agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

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benefits, or terms to H-GAC and the END USER.
EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an END USER order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent END USER acceptance**.** Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement**,** including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC.** Further, **Contractor** agrees to encourage entities who are not members of H-GAC**'s** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor.** At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed**,** and for which compensation was received by **Contractor.**

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the END USER at the time an END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

a. **General liability** insurance with a Single Occurrence limit of at least $1,000,000.00, and a General

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Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least $1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is $500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

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Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

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	Attachment A	
	Maintainer Corporation of Iowa, Inc.	
	Fire Service Apparatus (All Types)	
	Contract No. FS12-19	
Q. Maintainer Custom Bodies, Inc. (MCB)		
****These units can only be sold outside Texas****		
B. Wildland Fire Apparatus		
FS19QB01	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	$127,348.40
FS19QB02	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$128,647.40
FS19QB03	Spitfire Series, Quick Attack, 300-Gallon Tank & CET Honda Pump, 9' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$130,280.40
FS19QB04	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ford F550 Diesel, 2-Door, 4X4 Chassis	$155,272.00
FS19QB05	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$156,571.00
FS19QB06	Responder Series, Quick Attack Urban Interface, 300-Gallon Tank & CET Honda Pump, 10' All Aluminum Body on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$158,204.00
D. Special Service Apparatus (Walk-In Bodies) Multi-use: Rescue, RE-Hab, Hazmat, Mobile Command Center		
FS19QD01	MCB Responder Super Squad Series, 9' All Aluminum Walk-Around Squad on Ford F350 Diesel, Super Cab, 4X4 Chassis	$104,457.00
FS19QD02	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Ford F450 Diesel, 4-Door, 4X4 Chassis	$113,398.87
FS19QD03	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Dodge RAM 5500 Diesel, 4-Door, 4X4 Chassis	$116,696.87
FS19QD04	MCB Responder Series 10' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	$118,329.87
FS19QD05	MCB Responder Series 12' All Aluminum Walk-around Rescue on Ford F550 Diesel, 4-Door, 4X4 Chassis	$135,950.00
FS19QD06	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 4-Door, 4X4 Chassis	$137,249.00
FS19QD07	MCB Responder Series 12' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 4-Door, 4X4 Chassis	$138,882.00
FS19QD08	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ford F550 Diesel, 2-Door, 4X4 Chassis	$139,677.00
FS19QD09	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Ram 5500 Diesel, 2-Door, 4X4 Chassis	$140,976.00
FS19QD10	MCB Responder Series 15' All Aluminum Walk-Around Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$142,609.00
FS19QD11	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ford F550 Diesel, 2-Door, 4X2 Chassis	$143,405.00
FS19QD12	MCB Responder Series 15' Forward Crew Walk-In Rescue on Ram 5500 4x2 Diesel, 2-Door, 4X4 Chassis	$144,704.00
FS19QD13	MCB Responder Series 15' Forward Crew Walk-In Rescue on Chevrolet MD Diesel, 2-Door, 4X4 Chassis	$146,337.00
FS19QD14	MCB Responder Series 18' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$199,938.00
FS19QD15	MCB Responder Series 18' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$207,920.00
FS19QD16	MCB Responder Series 20' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$204,938.00

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FS19QD17	MCB Responder Series 20' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$212,920.00
FS19QD18	MCB Responder Series 22' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$209,938.00
FS19QD19	MCB Responder Series 22' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$217,920.00
FS19QD20	MCB Responder Series 24' All Aluminum Walk-Around Rescue on International MV607, 2-Door, 4X2 Chassis	$214,938.00
FS19QD21	MCB Responder Series 24' All Aluminum Walk-Around Rescue on Freightliner M2-106, 2-Door, 4X2 Chassis	$222,920.00

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

Mailing Address:
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Montgomery, AL 36130-2251
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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:3/7/2023

Submitted by:
Scott Kearney, Chief Technology Officer

Sponsored by:
Mayor Stimpson

Purpose and Scope of Project:
Renew the City's current Voice-Over-Internet Protocol (VoIP) telephone service contract with C Spire Business Solutions dated April 24, 2018, for a period of three years with the option to renew for an additional subsequent three-year period.

Amount of Contract:
$900,000

Effective Date of Contract:
4/24/2023

Renewal Date of Contract:
4/24/2026

Funding Source

Project #	**Discretionary Funds**
Project String 10049000.46060	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	1/30/2023
Resolution Draft	Resolution Letter	1/30/2023
Service Agreement	Backup Material	1/30/2023
documentation	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
MIT	Kearney, Scott	Approved	1/30/2023 - 3:28 PM
Budget	Holt, Robert	Approved	1/31/2023 - 6:46 PM
Legal	Kern, Chris	Approved	2/2/2023 - 2:24 PM
Legal	Kern, Chris	Approved	2/16/2023 - 3:25 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 2:04 PM

January 30, 2023

Re: C Spire VOIP Service Renewal

I am requesting that the City's current Voice-Over-Internet Protocol (VoIP) telephone service contract with C Spire Business Solutions dated April 24, 2018, be renewed for a period of three years with the option to renew for an additional subsequent three year period.

C Spire's internet and telephone services are adequate and reliable, and their support service is very responsive. Pricing will remain the same.

Scott Kearney

Chief Technology Officer

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, the renewal of a contract dated April 24, 2018, by and between the City of Mobile and Telepak Networks, Inc., doing business as C Spire Business Solutions, for Voice-Over-Internet Protocol telephone service and support, for a renewal period of three years, with the option to renew for an additional subsequent three year period without requirement for further Council approval. Such renewal is attached hereto and made a part hereof as though set forth in full. A copy of said contract renewal is on file in the Office of the City Clerk.

Adopted:

_____
City Clerk

21-277

2018

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and 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 Telepak Networks, Inc., doing business as C Spire Business Solutions, for a period to begin on or about May 1, 2018, for period of five years, for Voice-Over-Internet Protocol telephone service and support, 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: 04-24-18

City Clerk

VoIP Service Level Agreement

This VoIP Service Level Agreement is entered into by and between Telepak Networks, Inc. ("C Spire") and City of Mobile ("Customer") on this the 24th day of April 2018. C Spire and Customer are sometimes collectively referred to herein as the "Parties" and individually as a "Party." "Customer" is City of Mobile

Recitals

WHEREAS, on the _____day of_____, 2018, the Parties entered into a Telecommunications Services Agreement (the "Agreement") whereby C Spire will provide to Customer Voice over Internet Protocol ("VoIP") services (the "Services") over Customer's broadband connection provided by a third party ("Broadband"); and

WHEREAS, the Parties have agreed that Customer shall be entitled to certain remedies in the event of excessive outages of the Services.

NOW THEREFORE, premises considered and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Service Outage Credits. No credit shall be given for a Service Outage of less than thirty (30) minutes. In the event of a Service Outage lasting more than thirty (30) minutes, C Spire will issue a credit to Customer at the rate of 1/1440 of the monthly recurring charge ("MRC") applicable to the Service which is subject to the Service Outage for each half hour or major fraction thereof that the Service Outage continues. In no calendar month shall credits for Service Outages exceed one hundred percent (100%) of the MRC for the applicable Service.

2. In the event the Services experience a Major Outage (as hereinafter defined) during the Applicable Term (as defined in the Agreement), then in addition to any other remedies Customer may have under the Agreement, C Spire agrees that Customer may terminate the Agreement without any further liability to C Spire.

3. An "Outage" shall mean that the VoIP Services are not functioning, i.e. incapable of transmitting voice calls. The following shall be classified as "Major Outages" for the purpose of this Service Level Agreement:

(a) A Service Outage lasting one (1) entire day (from the hours of 7:00 a.m. to 5:00 p.m. CST) for all of Customer's locations during any six (6) month period during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network.

(b) A Service Outage lasting two (2) entire days (from the hours of 7:00 a.m. to 5:00 p.m. CST) for any one (1) of Customer's locations during any six (6) month period

during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network.

(c) Total Service Outages of sixteen (16) hours or more during any one (1) day (from the hours of 7:00 a.m. to 5:00 p.m. CS) at one or more Customer locations on the same day during the Applicable Term and which is caused by C Spire's VoIP equipment or C Spire's network. For example, four (4) different physical locations experience Service Outages of five (5) hours each during the same day and the total Outage would be twenty (20) hours.

4. An Outage shall be determined based on the time the Service Outage was reported to C Spire's Network Operations Center by Customer at the number set forth below as evidenced in C Spire's trouble ticket system. The Outage shall end when the Service Outage is remedied as indicated in C Spire's trouble ticket system.

5. Outages to Customer's VoIP Service caused by failures in its Broadband service, issues with the Internet, Customer's equipment, third party equipment or services, and any other items not within the control of C Spire shall not be classified as "Outages" under the terms of this Agreement.

6. If Customer reports a Service Outage but declines to release the Service for testing and repair, or refuses access to its premises for testing and repair by C Spire, then no credit will be given for an Outage.

7. No credit will be given for any Service Outage:

(a) Due to acts or omissions of Customer, its affiliates, or the employees or contractors of either of them;

(b) For services not provided by C Spire;

(c) During any period in which C Spire is not given full and free access to its facilities and equipment for the purposes of investigating and correcting Service Outages;

(d) If Customer continues to voluntarily make use of such Service, in which case a Service Outage will not be deemed to have occurred; or

(e) That occurs or continues due to Customer's failure to authorize replacement of any equipment.

8. The credits and other remedies provided herein are Customer's sole remedies for Service Outages provided by C Spire. C Spire shall have no liability of any kind to any

third party users of the Services or customers of Customer.

9. Maintenance.

(a) Planned Service Outages. Planned Service Outages will only be performed during the hours of 12:00 a.m. to 6:00 a.m. central standard time unless otherwise agreed by the Parties. C Spire will notify Customer no less than ten (10) business days prior to any Planned Service Outage. No credits are provided for Planned Service Outages.

(b) Exceptions. Any Planned Service Outage that starts before or ends after the above stated times or any agreed upon times shall be considered an unplanned Service Outage for the time outside of the agreed upon Planned Service Outage period.

10. Network Monitoring and Trouble Reporting.

(a) System Monitoring and Trouble Reporting. C Spire will monitor Services provided to Customer 24 hours a day, 7 days a week, 365 days a year. C Spire will establish a process with Customer to accept reports relating to repair or maintenance associated with Services provided by C Spire to Customer. C Spire will maintain a 24 hours a day, 7 days a week point-of-contact for Customer to report Service troubles. The telephone number for C Spire's Network Operations Center is 1-601-487-7399. Customer will maintain a 24 hours a day, 7 days a week point-of-contact for C Spire to report Service troubles. The telephone number for Customer is 251-208-7830 and the email address is sue@CityofMobile.org

(b) Response to Service Calls. C Spire will each respond to Service calls initiated by Customer. C Spire will pass through to Customer any service charges it is billed for third party providers to respond to Service calls where no trouble is found.

11. Miscellaneous.

(a) Notices. Notices to be given in connection with this Agreement shall be in writing and delivered personally, by email (with confirmed receipt), by facsimile, by professional courier, or by certified, registered, or express U.S. Mail, postage prepaid, return receipt requested to the respective addresses set forth herein (or at such other addresses as shall be given in writing by either Party to the other). All notices shall be effective upon receipt.

If to C Spire: Telepak Networks, Inc.
Attn: Allen McIntosh-SVP, Enterprise Markets, Network Operations
1018 Highland Colony Parkway, Suite 500
Ridgeland, MS 39157
Telephone: 601-487-7505
Email: amcintosh@cspire.com

If to Customer: City of Mobile, MIT Department
P.O. Box 1827
Mobile AL 36633
251-208-7830

(b) Confidentiality. This Agreement and its terms is confidential information of the Parties and neither Party shall disclose it to any third parties without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may disclose, without consent, this Agreement to its attorneys, accountants, employees, directors, shareholders, lenders, and to the extent required by a valid subpoena or order of a court or other governmental body or any political subdivision thereof. In the event a Party is

required to disclose this Agreement pursuant to a valid order or subpoena of a court or other governmental body or any political subdivision thereof, such party shall first give notice to the other Party and afford the other Party a reasonable opportunity to interpose an objection or to otherwise obtain a protective order regarding the confidential information. In any event, except to the extent disclosure is legally required, the confidential information so disclosed shall remain confidential information subject to protection under this Section for all other purposes. This provision shall survive termination of this Agreement. The Parties acknowledge and agree that this subsection (b) shall be subject to the Alabama Open Records Act.

(c) Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws and regulations.

(d) Survival of Obligations. The respective obligations of the P arties under this Agreement that by their nature would continue beyond the termination, cancellation, or expiration, shall survive any termination, cancellation, or expiration, including, but not limited to, obligations to indemnify and maintain confidentiality.

(e) Headings. The headings of the sections of this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(f) Severability. In the event any terms and conditions of this Agreement shall be deemed invalid by any court of competent jurisdiction, such terms shall be severed from this Agreement and all other provisions of this Agreement shall remain in full force and effect.

(g) No Waiver. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by both Parties. The failure of either Party to insist on the strict enforcement of any provision of this Agreement shall not constitute a waiver of any provision and all terms shall remain in full force and effect.

(h) Governing Law & Statutes of Limitation. This Agreement shall be governed by and construed under the laws of the State of Alabama, without regard to its conflict of laws principles. The parties agree that the exclusive venue for any and all disputes, claims or actions in relating hereto or arising hereunder shall be the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division.

(i) Entire Agreement. This Agreement along with the TSA for Services embodies the entire Agreement between the Parties hereto. Any amendments hereto must be made in writing and signed by both Parties.

(j) Counterparts. This Agreement may be executed in counterparts each of which together shall constitute one original instrument.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereby execute this Agreement effective as of the Effective Date.

C SPIRE

TELEPAK NETWORKS, INC.

By: _____

Name: Allen McIntosh

Title: SVP Enterprise Ops

CUSTOMER

City of Mobile

[print legal name of entity]

By: _____

Name: William S. Stimpson

Title: Mayor

ATTEST: _____
Asst. City Clerk

SCOPE OF WORK

The vendor, C Spire agrees to adhere to their response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, including the following supplemental document shown here as "Attachment A - Installation Services" and the following supplemental document also included as "Attachment B - Revised City of Mobile Pricing Matrix".

ATTACHMENT "A":

INSTALLATION SERVICES

The vendor shall offer an end-to-end solution that includes all aspects of a successful hosted VoIP installation and service launch, including all hardware required for the project, installation of all services and equipment, all user and administrator training, ongoing hardware and firmware maintenance, and support (including on-site support as necessary) as outlined below;

1. Planning, design and overall project coordination of all entities.

2. Configuration, programming and installation of all VoIP telephone sets and analog telephone adapters (ATA) or other equipment providing analog port services. This includes the connection of all VoIP telephone sets to the existing data network and the installation and connection of all analog port devices to the data network and in-house station wiring and/or end-point devices.

3. Coordination with the City and each of the sites of the final configuration of all VoIP telephones sets and analog port equipment and hosted VoIP system operation, including but not limited to programmable feature keys, speed dial list, calling groups, call coverage patterns, hunt groups , call pickup groups, call coverage paths, etc. All VoIP telephone sets are to be installed, connected to the data network, and programmed as per each user's requirements with all requested features, feature buttons, line appearances, cover path, call pickup groups, speed dial buttons or other available features.

4. **Analog Telephone Adapters** (ATAs) or other devices used for the delivery of analog port services are included at no charge and shall be configured and installed, connected to the existing data-network and connected to the analog end-point device or connected to the building's station wiring serving that analog end-point device. (i.e. *Individual ATA devices* shall be connected to the end-point analog fax machine it serves; or *a multi-port ATA device*

shall be installed at a building's telecommunications backboard and connected to the building's station wiring serving individual fax machines or other analog end-point devices.

5. **VoIP Telephone Sets:** The standard telephone set selected by the City for the majority of users shall be the latest version of the Polycom VVX411. The vendor shall make available other models of Polycom sets, conference phones, expansion modules, etc. and include purchase and lease/purchase pricing of each in the pricing matrix included as an attachment in this document. All VoIP equipment under a lease or rental plan will be covered by the vendor's hardware maintenance during the term of the lease. All VoIP equipment will automatically be maintained with latest available firmware available. The vendor will offer the City a one-dollar ($1.00) buy-out option at the end of the 5-year term for all VoIP equipment under lease.

6. **Billing Account:** Setup of City of Mobile main billing account, to include monthly departmental billing for each City department to show department name and budget codes with detailed and itemized billing containing all charges by extension name and number. Itemized charges shall include all applicable taxes and fees and other charges to each department.

7. **Call Centers:** Setup and programming of all call centers such as the Mobile 311 Call Center, including all special features required including hunt groups, call recording and voice messaging services such as auto-attendants, line recording and line recording announcement, after hours and holiday automated message greetings, and integration with the City's existing call center recording and agent evaluation system.

8. The vendor will be responsible for contacting each location, as required, to perform a site assessment including data gathering (including numbers to be ported, location of handsets, line hunting and other setup requirements), coordinate the deployment and configuration of handsets, identify and train staff on the use of the solution.

9. C-Spire shall provide a dedicated project manager for project planning and deployment and a dedicated account manager for the City contract.

ATTACHMENT "B" :

REVISED CITY OF MOBILE PRICING MATRIX

City of Mobile Pricing Matrix for 60 Months and following 36 month extensions - RENTAL OPTION

Manually Change Quantities for Totals

IPV Complete	Complete Package with Unlimited Feature Set	0	$ 8.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
VVX 411 Rental	Color, Midrange Media Phone		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
VVX 500 Rental	Performance Based Touch Display		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
VVX 600 Rental	Premium Touch Display Media Phone		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
UNIFI	Unified Communications (Soft Phone)		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -
Analog (POTS)	Long Distance $.04/min		$ 49.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
Analog (SIP)	Unlimited Long Distance		$ 9.00	$ -	$ -	$ -	$ 1.13	$ -	$ -
Email Fax	Inbound and Outbound Email Delivery of Faxes		$ 14.99	$ -	$ -	$ -	$ -	$ -	$ -
Auto Attendant	Tree for Inbound Calls		$ 11.99	$ -	$ -	$ -	$ -	$ -	$ -
Virtual Extension	Virtual Extension for Voice		$ 2.99	$ -	$ -	$ -	$ -	$ -	$ -
DID	Direct Inward Dial		$ 0.06	$ -	$ -	$ -	$ -	$ -	$ -
Conference Manager	Bridge Number, 20 Ports, Moderator		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -
Call Queue	Simple Queueing of Inbound calls		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -
Agent	Agent License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
Supervisor	Supervisor License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
Sip Premise Based	Overhead Paging Line		$ 5.99	$ -	$ -	$ -	$ -	$ -	$ -
Toll Free Line	LD Billed at $.04/Minute		$ 2.00	$ -	$ -	$ -	$ 0.25	$ -	$ -
IP Voice Conference	Conference Line	0	$ 2.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -
Sound Station 5000 Rental	Small Room Conference Phone		$ 6.00	$ -	$ -	$ -	$ -	$ -	$ -
Sound Station 6000 Rental	Medium Room Conference Phone		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -
Sound Station 7000 Rental	Large Room Conference Phone		$ 9.00	$ -	$ -	$ -	$ -	$ -	$ -
Extension Microphones Rental	Microphones to Extend Voice Reception		$ 4.50	$ -	$ -	$ -	$ -	$ -	$ -
Call Detail Reporting	Web Portal-1 Needed for The City		$ 75.00	$ -	$ -	$ -	$ -	$ -	$ -
Receptionist Console	Desktop Client to Manage Incoming Calls		$ 22.50	$ -	$ -	$ -	$ -	$ -	$ -
Expansion Module Rental	Side Car to VVX Business Media Phone		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -
VVX Camera Rental	USB Camera for VVX 500 or VVX 600		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -
Remote Call Forwarding	Unlimited Long Distance Included		$ 20.00	$ -	$ -	$ -	$ 2.50	$ -	$ -
Call Recording	Inbound/Outbound Call Recording (Per User)		$ 4.00	$ -	$ -	$ -	$ -	$ -	$ -
POE Switch (GB) Rental	Power-Over-Ethernet Switch (GB)		$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -
Install / Training	Full Service Delivery by C Spire Employees		$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post Install Support / Maintenance	24/7/365 Support		$ -	$ -	$ -	$ -	$ -	$ -	$ -
								Totals	$ -

Examples

Employee needs VVX 411 model phone only	IP Voice Complete ($8.99) + VVX 411 rental ($3.00)=$11.99 total plus taxes/fees
Employee wants softphone option only	IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Employee needs VVX 600 model phone and softphone	IP Voice Complete ($8.99) + VVX 600 rental ($4.50) + UNIFI ($2.00)=$15.49 total plus taxes/fees
Conference phone line with a Soundstation 6000	IP Voice Conference ($2.99) + Sound Station 6000 Rental ($7.50)=$10.49 total plus taxes/fees

If City of Mobile purchases the equipment, then the rentals are not needed.

City Mobile Pricing Matrix for 60 Months and following 36 month extensions - PURCHASE OPTION

Manually Change Quantities for Totals

$ -	IPV Complete	Complete Package with Unlimited Feature Set	0	$ 8.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ 160.00	VVX 411 Purchase	Color, Midrange Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 200.00	VVX 500 Purchase	Performance Based Touch Display		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 240.00	VVX 600 Purchase	Premium Touch Display Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	UNIFI	Unified Communications (Soft Phone)		$ 2.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Analog (POTS)	Long Distance $.04/min		$ 49.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ -	Analog (SIP)	Unlimited Long Distance		$ 9.00	$ -	$ -	$ -	$ 1.13	$ -	$ -	$ -
$ -	Email Fax	Inbound and Outbound Email Delivery of Faxes		$ 14.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Auto Attendant	Tree for Inbound Calls		$ 11.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Virtual Extension	Virtual Extension for Voice		$ 2.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	DID	Direct Inward Dial		$ 0.06	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Conference Manager	Bridge Number, 20 Ports, Moderator		$ 7.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Call Queue	Simple Queueing of Inbound calls		$ 15.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Agent	Agent License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Supervisor	Supervisor License for Call Queue		$ 3.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Sip Premise Based	Overhead Paging Line		$ 5.99	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Toll Free Line	LD Billed at $.04/Minute		$ 2.00	$ -	$ -	$ -	$ 0.25	$ -	$ -	$ -
$ -	IP Voice Conference	Conference Line	0	$ 2.99	$ 0.82	$ 0.11	$ 1.75	$ -	$ 0.15	$ -	$ -
$ 308.00	Sound Station 5000 Purchase	Small Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 448.00	Sound Station 6000 Purchase	Medium Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 620.00	Sound Station 7000 Purchase	Large Room Conference Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 240.00	Extension Microphones Rental	Microphones to Extend Voice Reception		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Call Detail Reporting	Web Portal-1 Needed for The City		$ 75.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Receptionist Console	Desktop Client to Manage Incoming Calls		$ 22.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 148.00	Expansion Module Purchase	Side Car to VVX Business Media Phone		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ 80.00	VVX Camera Purchase	USB Camera for VVX 500 or VVX 600		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Remote Call Forwarding	Unlimited Long Distance Included		$ 20.00	$ -	$ -	$ -	$ 2.50	$ -	$ -	$ -
$ -	Call Recording	Inbound/Outbound Call Recording (Per User)		$ 4.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	POE Switch (GB) Rental	Power-Over-Ethernet Switch (GB)		$ 20.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Install / Training	Full Service Delivery by C Spire Employees		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
$ -	Post Install Support/Maintenance	24/7/365 Support		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
									Totals	$ -	$ -

Examples

Employee needs VVX 411 model phone only	After Purchase Price $160.00 - MRC - IP Voice Complete ($8.99) plus taxes/fees
Employee wants softphone option only	No Upfront Purchase -MRC - IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Employee needs VVX 600 model phone and softphone	After Purchase price $240.00 - MRC - IP Voice Complete ($8.99) + UNIFI ($2.00)=$10.99 total plus taxes/fees
Conference phone line with a Soundstation 6000	After purchase price $448.00 - MRC - IP Voice Conference ($2.99)=$2.99 total plus taxes/fees

If City of Mobile purchases the equipment, then the rentals are not needed.

Attachment C

Telecommunications Service Agreement

BILLING INFORMATION			
Customer Name		**Sales Representative**	**Proposal Reference**
CITY OF MOBILE		Robert Gibson	Q-21516
Billing Address		**Tax ID**	**Contract ID**
651 CHURCH ST		636001318	
City, State	**Zip Code**	**Billing Contact Phone**	
MOBILE, AL	366021603	(251) 208-7337	
Billing Contact Name		**Billing Contact E-mail**	
Ashley Todd		ashley.todd@cityofmobile.org	
Technical Contact		**Technical Contact Phone**	
Sue Farni		+1 251-208-7830	

I understand and agree that all Service(s) provided on Exhibit A are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises.

By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and attached or incorporated herewith, including the terms and conditions stated herein and as referenced in the link below.

PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT			
NAME (1)	**PHONE (1)**	**NAME (2)**	**PHONE (2)**
Mark Pearson	251-208-7065	Sue Farni	251-208-7830
NAME (3)	**PHONE (3)**	**NAME (4)**	**PHONE (4)**
Deirdra States	251-208-5001	Ben Durant	251-208-5825

Service Term	Term Acknowledgement (Initial)
60*	See attached VOIP Service Level Agreement

***Initial term is 60 months with the option to renew for two additional 36 month terms.**

Client Authorized Signature	Date
See attached City VOIP Service Level Agreement	See attached VOIP Service Level Agreement
Client Name	**Client Title**
City of Mobile	Executive Director, Info Technology

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands. Affiliates include Telepak Networks, Inc., Callis Communications, Inc. and C Spire Advanced Data Solutions, LLC.

Site Review. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by the parties.

Initial: See attached VOIP Service Level Agreement

Company is a Competitive Local Exchange provider in the states of Mississippi, Alabama, Tennessee, and Louisiana. Analog lines purchased from Company in said states are subject to the applicable state tariff as published online at www.cspire.com/tariff. In states outside of Mississippi, Alabama, Tennessee, and Louisiana, Company may, as a billing convenience to you, acquire and invoice to you analog lines from the local provider in the region. In such cases, Company is not the provider of services. Company renders this invoice service to you in your out-of-region offices to support consolidated billing for your convenience. Rates for analog lines fluctuate over time and are subject to change upon thirty (30) days' written notice to you.

Initial: See attached VOIP Service Level Agreement

Exhibit A – Product and Services*

651 Church Street, Mobile, AL 36602						
Item	**Description**	**Service Type**	**Quantity**	**Monthly Per Unit**	**Monthly**	**Upfront**
VoiP Plan + Phone	IP Voice Complete / VVX 410	New	1089	$12.00	$13,068.00	$0.00
SIP Trunk PBX - Unlimited LD	SIP with unlimited long distance	New	243	$9.00	$2,187.00	$0.00
				Location Totals:	$15,255.00	$0.00

Summary		
Location	**Monthly**	**Total Upfront**
651 Church Street, Mobile, AL 36602	$15,255.00	$0.00

All Locations Totals	Total Monthly	Total Upfront
	$15,255.00	$0.00

*The Service Fees are estimates only and are not final. Final pricing will be determined after site reviews by C Spire at each location with the City of Mobile to determine the City's final inventory of products and services at each location.

TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof. The parties acknowledge and agree that this Agreement shall be subject to the VoIP Services Level Agreement attached hereto. Furthermore, the parties acknowledge and agree that this Agreement and the VoIP Services Level Agreement are subject to Company's response to the City of Mobile's Request for Proposals (RFP Number: 2018-001), dated January 23, 2018, and the attached Scope of Work and attachments thereto, to wit; "Attachment A - Installation Services" and "Attachment B - Revised City of Mobile Pricing Matrix".

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, the City of Mobile will have the option to automatically renew for 36 months (each a "Renewal Term"), unless canceled by either party giving at least (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. Following this initial renewal, they'll have one more option to again renew for another 36 months. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not

acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approvedby both parties. Initial: _____

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

NETWORK MANAGEMENT. Company uses reasonable network management practices to protect the network from harmful elements such as viruses, malicious internet traffic and spam, to ensure Customer compliance with this Agreement, and to avoid network congestion in order for Company to provide the best possible service for the most customers. We may, among other things and without advance notice, prioritize the usage of those a small percentage of customers who use the highest amount of data below that of other customers during "peak times" or locations experiencing network congestion. Company's network management practices change frequently due to the evolving nature of Internet, and may be viewed on the Network Management Policy located on cspire.com. in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and material s provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains

for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT. Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality which are beyond Company's control. With respect to copper-based internet services, copper-based internet relies on copper availability from a third party. If copper availability from a third party should cease, C Spire reserves the right to terminate Customer's internet service by providing Customer sixty (60) days written notice of termination. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacture for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. Niether party shall assign this Agreement or its rights hereunder without the written consent of the other party to such assignment. Any such transfer without such consent is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability shall not invalidate or render unenforceable such provision. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for public purposes as specified herein, and that it will not be used primarily

for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set for herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Alabama without regard to its conflict of laws principles. The parties agree that the Circuit Court of Mobile County, Alabama or the United States District Court for the Southern District of Alabama, Southern Division, shall be the exclusive venue for any and all disputes, claims, or actions relating to or in any manner arising from this Agreement

ENTIRE AGREEMENT; MODIFICATION. Subject to any Applicable Tariff, this Agreement correctly set forth the entire agreement between Company and Customer with respect to the Services by Company to Customer. To the extent, if any, the terms of this Agreement and any Applicable Tariff conflict, then the Applicable Tariff shall control. This Agreement may be modified or amended only in writing signed by both parties.

I. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT TO THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO CO MPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR

CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with is Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of suc h systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of $50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your Vo IP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other custome rs of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions;
(ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have Internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible fo r providing Company at Customer's expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understand s that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday
– Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF SOFTWARE AND SECURE OFFICE SERVICES.

CUSTOMER ACKNOWLEDGEMENT. Customer acknowledges through execution of this agreement that they have read,

understand, and agree to terms, restrictions, and obligations as set forth in the SOFTWARE RESALE SERVICE AGREEMENT posted to http://www.cspire.com/cms/business/office365/

Account Name: CITY OF MOBILE

Initial See attached VOIP Service Level Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/28/2018

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, SEIBELS & WILLIAMS, INC. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: PHONE (A/C, No, Ext): 800-476-2211 FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Casualty Company of Reading, Pennsylvania	20427
INSURER B : Continental Insurance Company	
INSURER C : National Fire Insurance Company of Hartford	20478
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Telapex, Inc. and Affiliated Companies
Cellular South, Inc. dba CSpire
1018 Highland Colony Parkway
Suite 700
Ridgeland, MS 39157-8719

COVERAGES **CERTIFICATE NUMBER:** WJPZXB54 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			2077753765	06/01/2017	06/01/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			6024524622	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	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			WC295525750	06/01/2017	06/01/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder, its officials, employess and volunteers are Additional Insured under General Liability as required by written contract.
General Liability Additional Insured status is afforded on a Primary and Non-Contributory basis as required by written contract.

CERTIFICATE HOLDER

City of Mobile
P O Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDENDUM TO AGREEMENT
VOICE-OVER-INTERNET PROTOCOL (VOIP) SERVICES

THIS ADDENDUM No. 1 to AGREEMENT (this "Addendum") is entered into on this 16 day of February, 2023 by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Telepak Networks, Inc. ("C Spire").

RECITALS

A. C Spire and the City entered into that certain Agreement for VOIP Services, on April 24, 2018 (the 'Agreement").

B. The Agreement provided for an initial term for five years, renewable for two additional three-year periods, in both paragraph 4.12 of the referenced Request for Proposals, and the Scope of Work's Attachment C, Telecommunications Service Agreement

C. The City desires to exercise its option to renew the Agreement for its first three-year renewal period and C Spire agrees to this extension.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The Agreement is extended, effective April 25, 2023, for three additional years through April 24, 2026, to then be automatically extended for an additional three-year period, unless otherwise cancelled in accordance with the terms of the Agreement.

IN WITNESS WHEREOF, this Addendum to the Agreement has been duly executed by the parties as of the day and year first above written.

Telepak Networks, Inc, d/b/a C Spire

Signed: Susanna Hays

Name: Susanna Hays

Title: EVP

ACKNOWLEDGEMENT

The State of Mississippi }

Madison County}

I, Angela Notebaert, a Notary Public, in and for said County in said State, hereby certify that Susanna Hays whose name as EVP of C Spire, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 16 day of February, 2023

(Seal)

STATE OF MISSISSIPPI
ANGELA NOTEBAERT
ID No
209285
NOTARY PUBLIC
Comm Expires
June 28, 2024
MADISON COUNTY

Angela Notebaert
Notary Public

The City of Mobile, Alabama

By: _____
William S. Stimpson
Mayor

Attested: _____
Lisa Lambert
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

Amendment to Professional Service Agreement for Mardi Gras Park Improvements

Amount of Contract:

additional $17,187.15

Funding Source

Project # Mardi Gras Park – Improvements/Amendment 2 to Professional Service Agreement PR-050-19

Discretionary Funds

Project String C0144

Contract Number: Capital Contract #2730

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/13/2023 - 3:39 PM
Capital	Rhodes, Brenda	Approved	2/14/2023 - 4:33 PM
Legal	Kern, Chris	Approved	2/22/2023 - 11:00 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:07 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To provide a 3-year service contract for fire alarm systems inspections & testing at various City of Mobile locations

Amount of Contract:

$58,625.00 first year

Funding Source

Project # Fire Alarm Systems Inspections & Testing service contract SC-013-23 — **Discretionary Funds**

Project String 10043037-42150 — **Contract Number:**

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

Grant Funds — **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-013-23 Fire Alarm Systems Inspections & Testing service contract	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	2/22/2023 - 9:42 AM
Budget	Holt, Robert	Approved	2/22/2023 - 9:46 AM
Legal	Kern, Chris	Approved	2/22/2023 - 11:13 AM

Legal	Kern, Chris	Approved	2/22/2023 - 11:24 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:07 PM

RESOLUTION

2023

Sponsored by:

Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	ARENA FIRE PROTECTION INC.
Project Name:	VARIOUS CITY OF MOBILE LOCATIONS – FIRE ALARM SYSTEMS INSPECTIONS & TESTING (3-YEAR SERVICE CONTRACT)
Project Number:	SC-013-23
Amount:	$ 58,625.00 FIRST YEAR ONLY $ 59,025.00 SECOND YEAR ONLY $ 59,225.00 THIRD YEAR ONLY $176,875.00 COMBINED TOTAL

Adopted:

_____

City Clerk

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **AGREEMENT** made and entered into this _____day of _____, in the year 20____,

by and between **THE CITY OF MOBILE**, by its Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR**: Arena Fire Protection Inc.
10023 Lifeline Court
Mobile, Alabama 36608

City of Mobile License Number: 79488

City of Mobile Vendor Number: 294594

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – FIRE ALARM SYSTEMS INSPECTIONS & TESTING

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NUMBER: SC-013-23

County of Mobile
City of Mobile, Alabama

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, material, tools, equipment and supplies and perform all work required to provide Fire Alarm Systems Inspections & Testing at Various City of Mobile Locations, in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate & Asset Management.

ARTICLE 2. Term of Contract:
2.1 The work shall be commenced on the date of a written Notice to Proceed issued by the Owner. The Term of the Contract is for a period of one (1) year commencing on the date of the Notice to the Service Contractor to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the Term of the Contract and each of the Two (2) additional terms, subject to additions and deductions provided herein, in current funds, the sum as follows:

Year 1 – Initial Term:	$4,885.42/month	$58,625.00/year
Year 2 – 1st Additional Term:	$4,918.75/month	$59,025.00/year
Year 3 – 2nd Additional Term:	$4,935.42/month	$59,225.00/year
Total :		**$176,875.00**

Total Contract Amount (Year 1, 2, and 3 Total):
One Hundred Seventy Six Thousand Eight Hundred Seventy Five and 00/100 Dollars ($176,875.00)

(Amount in Words) (Amount in Numbers)

(Note: Show Base Bid amount in both words and figures. In case of discrepancy, the amount in words shall govern.)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.2 **Hourly Rates:** For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 75.00 per hour
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $112.50 per hour
C. Overtime Holidays (City Holidays): $150.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the contract documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

3.3 Schedules of Values

	Location	Year 1	Year 2	Year 3	Total
1	200 Government Street	$1,100.00	$1,100.00	$1,100.00	$3,300.00
2	Animal Shelter	$400.00	$450.00	$450.00	$1,300.00
3	Azalea City Golf Course Clubhouse	$700.00	$750.00	$750.00	$2,200.00
4	Azalea City Golf Course Cart Barn & Maintenance Shed	$450.00	$500.00	$500.00	$1,450.00
5	Azalea Road Complex (BIC)	$500.00	$500.00	$550.00	$1,550.00
6	Ben May Library (Main)	$1000.00	$1000.00	$1000.00	$3,000.00
7	Civic Center Complex – Arena/Expo Hall/Theater	$6,500.00	$6,500.00	$6,500.00	$19,500.00
8	Connie Hudson Senior Ctr	$800.00	$800.00	$800.00	$2,400.00
9	Dotch Community Ctr	$350.00	$400.00	$400.00	$1,150.00
10	Fire Prevention Bureau	$1000.00	$1000.00	$1000.00	$3,000.00
11	Fire Station 1	$375.00	$375.00	$375.00	$1,125.00
12	Fire Station 7	$375.00	$375.00	$375.00	$1,125.00
13	Fire Station 9	$375.00	$375.00	$375.00	$1,125.00
	Fire Station 16	400	400	400	1200
	Fire Station 18	600	600	600	1800
14	Fire Station 26/ Police – 4th Precinct	$1000.00	$1000.00	$1000.00	$3,000.00
15	Fire Station 28	$900.00	$900.00	$900.00	$2,700.00
16	Fire Station Crichton	$600.00	$600.00	$600.00	$1,800.00
17	Fort Conde	$500.00	$500.00	$500.00	$1,500.00
18	Gulf Coast Exploreum	$1,700.00	$1,700.00	$1,700.00	$5,100.00
19	GulfQuest Maritime Museum	$3,500.00	$3,500.00	$3,500.00	$10,500.00
21	Harmon Recreation Ctr	$400.00	$500.00	$500.00	$1,400.00
22	Hillsdale Community Ctr	$400.00	$400.00	400.00	$1,200.00
23	History Museum of Mobile	$2,300.00	$2,400.00	$2,500.00	$7,200.00
24	Hope Community Ctr	$400.00	$400.00	$400.00	$1,200.00
25	Hurtel Armory	$950.00	$950.00	$1000.00	$2,900.00
26	James Seals Recreation Ctr	$400.00	$400.00	$400.00	$1,200.00
27	Joe Jefferson Playhouse	$400.00	$400.00	$400.00	$1,200.00
28	Library - Administration	$400.00	$400.00	$400.00	$1,200.00
29	Library - Parkway Branch	$400.00	$400.00	$400.00	$1,200.00
30	Library - Local History & Genealogy	$400.00	$400.00	$400.00	$1,200.00
31	Lyons Park Tennis Ctr	$400.00	$400.00	$400.00	$1,200.00
32	Medal of Honor Gymnastics Facility	$400.00	$400.00	$400.00	$1,200.00
33	Michael Figures Community Center	$400.00	$400.00	$400.00	$1,200.00

34	**Michael C. Dow Amphitheater**	$400.00	$400.00	$400.00	$1,200.00
35	**Mobile Convention Center**	$7,100.00	$7,100.00	$7,100.00	$21,300.00
36	**Mobile Metro Fire Arms**	$500.00	$500.00	$500.00	$1,500.00
37	**Mobile Museum of Art**	$3,900.00	$3,900.00	$3,900.00	$11,700.00
38	**Mobile, Alabama Cruise Terminal**	$2,000.00	$2,000.00	$2,000.00	$6,000.00
39	**Municipal Archives**	$600.00	$600.00	$600.00	$1,800.00
40	**Oakleigh House**	$400.00	$400.00	$400.00	$1,200.00
41	**Playhouse in the Park**	$400.00	$400.00	$400.00	$1,200.00
42	**Police 2nd Precinct**	$450.00	$450.00	$450.00	$1,350.00
43	**Police 3rd Precinct**	$450.00	$450.00	$450.00	$1,350.00
44	**Police Academy**	$450.00	$450.00	$450.00	$1,350.00
45	**Police Headquarters**	$600.00	$600.00	$600.00	$1,800.00
46	**Police Impound**	$400.00	$400.00	$400.00	$1,200.00
47	**Police Special Operations Facility**	$550.00	$550.00	$550.00	$1,650.00
	Quigley House	$400.00	$400.00	$400.00	$1,200.00
48	**Richards DAR House**	$400.00	$400.00	$400.00	$1,200.00
49	**Rickarby Recreation Center**	$400.00	$400.00	$400.00	$1,200.00
50	**S.A.I.L Center**	$400.00	$400.00	$400.00	$1,200.00
51	**Saenger Theater**	$1,200.00	$1,200.00	$1,200.00	$3,600.00
52	**Springhill Recreation Ctr**	$400.00	$400.00	$400.00	$1,200.00
53	**Sullivan Recreation Center**	$400.00	$400.00	$400.00	$1,200.00
54	**Tardy Cottage**	$400.00	$400.00	$400.00	$1,200.00
55	**Taylor Park Community Ctr**	$400.00	$400.00	$400.00	$1,200.00
56	**Technology Center - MIT**	$400.00	$400.00	$400.00	$1,200.00
57	**Telecommunications Bldg**	$500.00	$500.00	$500.00	$1,500.00
58	**Tillman's Corner Comm. Ctr**	$400.00	$400.00	$400.00	$1,200.00
59	**Toulminville Library**	$550.00	$550.00	$550.00	$1,650.00
60	**Tricksey Senior Center**	$400.00	$400.00	$400.00	$1,200.00
61	**TSAC (Woodcock)**	$800.00	$800.00	$800.00	$2,400.00
62	**West Regional Library**	$1,200.00	$1,200.00	$1,200.00	$3,600.00
63	**Western Administrative Complex (WAC)**	$1,000.00	$1,000.00	$1,000.00	$3,000.00
	Totals	**$58,625.00**	**$59,025.00**	**$59,225.00**	**$176,875.00**

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made on a monthly basis in, for completed work as specified.
B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated November 14, 2022	9 pages
2. Bid Form, dated December 14, 2022	6 pages
3. Specifications, dated July 31, 2019	
Section 01000 – Scope of Work	5 pages
4. Exhibit A – Locations	2 pages
5. Exhibit B – Panel Type	2 pages
6. Exhibit C – Device List	2 pages
7. Addendum Number 1, dated December 9, 2022	
8. This Instrument (Agreement)	9 pages
9. Certificates of Insurance with endorsements and E-Verify Documentation	

ARTICLE 7. Insurance:

7.1 Required coverage:

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

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
    1. Bodily injury liability:

$1,000,000 each person
$1,000,000 each occurrence

2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined –$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation Insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

E. Professional Liability Insurance

1. Projects $0 - $1,000,000 $1,000,000/$2,000,000 annual aggregate

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals

thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions
8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Service 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 Service 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 Agreement or any activities conducted pursuant thereto, Service 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 Service 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.

8.3 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.

8.4 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.

8.5 Licenses, permits, etc.: Service Contractor 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.

8.6 No Agency Relationship Created: Service Contractor, 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

8.8 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.

8.9 State of 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.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service 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.

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER:
CITY OF MOBILE

_____
Signature

William. S. Stimpson
Mayor, City of Mobile

SERVICE CONTRACTOR:
ARENA FIRE PROTECTION INC.

_____
Signature

Jeremy Davidson - Vice 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 Jeremy Davidson as VP of Arena Fire Protection 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 _____.
Sworn to and subscribed for me this 8 day of Feb, 2023.

_____
NOTARY PUBLIC
My Commission Expires:

JENNIFER WILLIAMSON
MY COMMISSION EXPIRES
JUNE 11, 2025
NOTARY PUBLIC
STATE OF ALABAMA

SECTION 01000 – SCOPE OF WORK
November 14, 2022

SCOPE OF WORK
Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, insurance, tools, equipment and supplies, and all associated travel time and expenses required to provide Fire Alarm Systems Inspections & Testing at Various City of Mobile Locations (attached as Exhibit A – Locations) in accordance with the current National Fire Protection Association (NFPA) Code & Standard #72.

Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid and contract documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

GENERAL REQUIREMENTS:

1. **Description of Scope Work**
   a. Work to be performed by Service Contractor under this Agreement shall consist of furnishing all labor, materials, tools and equipment for the inspection and testing of all City of Mobile fire alarm systems as listed in the Fire Alarm System Locations **(attached as Exhibit A - Locations)**, Fire Alarm System Panel Types **(attached as Exhibit B – Panel Types)**, and Fire Alarm System Device List **(attached as Exhibit C – Device List)**, in accordance within the terms of this Contract. The Work may also include on-site diagnostics and repairs of fire alarm systems on a time and materials basis on actual cost of materials plus Service Contractors standard markup and the hourly billing rates as listed under Hourly Rates in the Service Contractor's Bid.
   b. Invoices presented for payment must reference "SC-042-19" and shall include a copy of the Inspections/Service Report of the location(s) covered by the invoice. An emailed invoice is acceptable for payment.
   c. Equipment provided by Service Contractor shall include, but is not limited to, ladders, smoke poles, heat testers, magnets, battery load testers, lifts, etc. Service Contractor shall also provide enough trained and experienced personnel to accomplish the Inspections & Testing in a timely manner for each location.

2. **Coordination**
   a. Coordinate all work with the City of Mobile Building Services Department, Service Contract Administrator or other Building Services Department authorized representative (hereafter referred to as Service Contract Administrator). A minimum of forty-eight (48) hours advance notice of inspection and testing shall be given.

b. All work shall be scheduled to minimize the disturbance and interruption of the individual department and general public where alarms are located.
c. At the beginning of each yearly contract period, the Service Contractor shall submit a proposed inspection and testing schedule, with suggested dates and times for each facility, to the Service Contract Administrator. The Service Contract Administrator will coordinate this return an approval, with revisions as required, to the Service Contractor for his use in scheduling inspections and testing.
d. Prior to each scheduled service, the Service Contractor shall contact the Service Contract Administrator, to confirm the date and time for each service. The Service Contract Administrator will advise the Service Contractor if the service will need to be rescheduled for any reason.
e. The Service Contract Administrator or his designated representative shall be present during all inspections and testing.

3. Quality Assurance

a. Service Contractor must be certified by and hold a valid permit from the State of Alabama Fire Marshall. A copy of the Service Contractor's State Fire Marshall's permit shall be submitted to the Owner prior to, and as a provision of, approval of the Contract.
b. For all work performed under this Section, use only skilled, certified technicians who are thoroughly trained and experienced in maintaing the type of equipment listed, and who have mt the requirements and training established by the State of Alabama Fire Marshall and the City Fire Inspection Bureau. Technicians shall be properly supervised.
c. Service Contractor shall have a branch office located within the Mobile, Alabama metropolitan area (Mobile or Baldwin Counties) staffed by a technician or technicians, with the ability to respond to an emergency call.
d. Service Contractor shall have a least Three (3) years' experience in the Inspections & Testing of all types of Fire Alarm Systems.

4. Submittals

a. Inspection/Service Reports:
    i. At the completion of each service call, the Service Contract technician shall complete an inspection/service report indicating all items inspected and tests performed, and items requiring a follow up inspection or repair. All invoices for payment shall include a follow up inspection or repair. All invoice for payment shall include a copy of all Inspection/Service Reports covered under that invoice.
    ii. The Service Contractor shall immediately notify the Service Contract Administrator if any deficiency is observed, whether covered under this Contract or not, that could endanger life or result in a malfunction of equipment.

5. **Inspections and Testing – General**
    a. All inspections, testing, impairment, and record keeping shall be implemented in accordance with procedures meeting those established in the current National Fire Protection Association (NFPA) 72 – Standard for the Inspection, Testing, and maintenance of Fire Protection Systems, and in accordance with existing fire alarm system manufacturer's instructions.
    b. Inspections and testing shall be performed in accordance with the "Inspection and Testing – Requirements" schedule below.

6. **Inspections and Testing – Requirements:**
    a. Inspection and Testing shall include ALL Annual, semiannual, and Quarterly inspections and testing as required by NFPA 72, Table 10.4.3, Testing Frequencies, including but not limited to:

        i. Annual Inspections & Testing**
            1. Test and Visual Inspection of:
                a. Control Equipment – Fire Alarm Panel
                b. Batteries
                c. Power Source
                d. Control Unit Trouble Signals
                e. Emergency Voice/Alarm Communications Equipment
                f. Initiating Devices
                g. Interface Equipment
                h. Special Hazard Equipment
                i. Alarm Notification Appliances
                j. Supervising Station Fire Alarm Systems – Transmitters

        ii. Semiannual Requirements**
            1. Test and Visual Inspection of:
                a. Batteries
                b. Initiating devices

        iii. Quarterly Inspections & Testing**
            1. Test and Visual Inspection of:
                a. Control Equipment – Fire Alarm Panel
                b. Batteries
                c. Initiating Devices
                d. Off-Premises Transmission Equipment

** Refer to current NFPA Code & Standard #72 for a complete list of inspections, test frequencies, and procedures.

7. **Inspection and Testing Schedule:**
    a. Required Inspection and Testing includes Annual, Semiannual, and Quarterly inspections as specified by the National Fire Protection Association (NFPA) Section 72, Fire Alarm Testing.
    b. Required inspections shall be performed quarterly on a rolling basis based on a mutually agreed upon schedule between Service Contractor and Owner:
        i. 1st Quarter (Oct, Nov, and Dec) – Annual, Semiannual, and Quarterly
        ii. 2nd Quarter (Jan, Feb, and Mar) - Annual, Semiannual, and Quarterly
        iii. 3rd Quarter (April, May, and Jun) - Annual, Semiannual, and Quarterly
        iv. 4th Quarter (Jul, Aug, and Sep) - Annual, Semiannual, and Quarterly

8. **System Impairments or Shut-Down:**
    a. Where an impairment or shut-down of any fire protection system is required for inspection or testing purposes, the procedures outlined in NFPA 72 shall be followed.

9. **Inspection and Testing Reports:**
    a. Inspection and Testing Reports shall include the name and address of the location, date of inspection, name and signature of inspector/technician, system description, complete list of all components required to be tested/inspected with results of the tests/inspections, and other information as required.
    b. Deficiencies shall be (clearly and legibly) noted on the Report Form.
    c. Systems or components showing any damage or impairment shall be immediately reported to the Service Contract Administrator or designee.
    d. Inspection and Testing Report Forms MUST be sign (in person) by the Service Contract Administrator or designee immediately upon completion of the test/inspection. Electronic signatures will not be accepted.

10. **Hours of Work:**
    a. The owner shall not prohibit the Service Contractor from performing work herein during a normal work day. For the purpose of this provision, a "normal work day" is defined as Monday through Friday, 8:00am to 5:00pm. If access is necessary at other times due to owner requirements, the service Contractor shall arrange a time with the Service Contract Administrator that is acceptable with the City Department in the facility where the fire alarm system is located.
    b. For the purposes of scheduling inspections and testing, the following is a list of the City of Mobile's approved holidays:
        i. Veteran Day
        ii. Thanksgiving (2 days)
        iii. Christmas (2 days)
        iv. New Year's Day
        v. Dr. Martin Luther King Day
        vi. Mardi Gras (2 days)
        vii. Memorial Day

viii. Juneteenth
ix. Independence Day
x. Labor Day

11. Cleaning:

a. At the completion of all inspection and testing, the Service Contractor shall remove all parts, equipment, tools, and debris, and leave the work areas clean.

ADDITIONAL SERVICES

The City of Mobile, may during the term of this Agreement, request Additional Services, not listed above. Service Contractor shall supply all the labor, materials, insurance, tools, equipment and supplies, as requested and bill as listed under **Section 3.2 HOURLY RATES** in the Agreement. All requests for Additional Services will be placed through the Service Contract Administrator or designee.

END OF SECTION

EXHIBIT A – LOCATIONS

Facility	Location	Estimated Square Footage
200 Government Street	200 Government Street	26,200
Animal Shelter	855 Owens Street	7,300
Azalea City Golf Course Clubhouse	1000 Gaillard Drive	10,000
Azalea City Golf Course Cart Barn & Maintenance Shed	1000 Gaillard Drive	11,000
Azalea Road Complex (BIC)	1301 Azalea Road	67,300
Ben May Library (Main)	701 Government Street	44,550
Civic Center Complex – Arena/Expo hall/Theater	401 Civic Center Drive	400,550
Connie Hudson Senior Ctr	3201 Hillcrest Road	19,600
Dotch Community Ctr	3100 Banks Avenue	16,300
Fire Prevention Bureau	2851 Old Shell Road	31,400
Fire Station 1	6801 Overlook Road	6,200
Fire Station 7	5525 Commerce Blvd.	6,000
Fire Station 9	1000 S. Houston	2,600
Fire Station 16	1951 S. Maryvale Street	5,850
Fire Station 18	700 Museum Drive	11,000
Fire Station 26/4th Police Precinct	8080 Airport Blvd	28,500
Fire Station 28	7050 Old Military Road	9,300
Fire Station Crichton	200 Davenport Blvd.	9,427
Fort Conde	150 S. Royal Street	24,100
Gulf Coast Exploreum	65 Government Street	62,700
GulfQuest Maritime Museum	155 South Water Street	100,000
Harmon Recreation Ctr	1611 Belfast Street	21,500
Hillsdale Community Ctr	558 Felhorn Road	22,000
History Museum of Mobile	111 South Royal Street	83,400
Hope Community Ctr	850 Edwards Street	13,900
Hurtel Armory	1900 Hurtel Street	44,144
James Seals Recreation Ctr	540 Texas Street	16,100
Joe Jefferson Playhouse	11 South Carlen Street	8,000
Library - Administration	700 Government Street	6,100
Library - Parkway Branch	1924-B Dauphin Island Parkway	9,000
Library - Local History & Genealogy	753 Government Street	4,000
Lyons Park Tennis Ctr	180 Lyons Park Avenue	2,700
Medal of Honor Gymnastics Facility	1711 Hillcrest Road	9,804
Michael Figures Community Center	658 Donald Street	18,000
Michael C. Dow Amphitheater	3100 Banks Avenue	7,600
Mobile Convention Center	1 South Water Street	317,200
Mobile Metro Fire Arms	12247 Tanner Williams Rd	2,100
Mobile Museum of Art	4850 Museum Drive	80,000

Mobile, Alabama Cruise Terminal	201 South Water Street	36,400
Municipal Archives	457 Church Street	18,200
Oakleigh House	350 Oakleigh Place	6,800
Playhouse in the Park	4823 Museum Drive	7,100
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	9,384
Police 3rd Precinct	2165 St. Stephens Road	9,735
Police Academy	1251 Virginia Street	8,900
Police Headquarters	2460 Government Street	37,760
Police Impound	1251-B Virginia Street	6,100
Police Special Operations Facility	850 St. Anthony Street	27,430
Richards DAR House	256 North Joachim Street	7,100
Quigley House Museum	263 Roper Street	5600
Rickarby Recreation Center	550 Rickarby Street	2,500
S.A.I.L Center	1600 Boykin Blvd.	5,475
Saenger Theater	6 South Joachim Street	57,800
Springhill Recreation Ctr	1151 Springhill Avenue	15,000
Sullivan Recreation Center	351 N. Catherine	15,207
Tardy Cottage	104 South Lawrence St	5,500
Taylor Park Community Ctr	1050 Baltimore Street	13,600
Technology Center – MIT	651 Church Street	11,280
Telecommunications Bldg	107 Royal Street	7,725
Tillman's Corner Comm. Ctr	5055 Carol Plantation Rd	10,000
Toulminville Library	601 Stanton Road	17,500
Tricksey Senior Center	3100 Banks Avenue	3,600
TSAC (Woodcock)	261 Rickarby Street	29,147
West Regional Library	5555 Grelot Road	62,000
Western Admin Complex (WAC)	4851 Museum Drive	40,800
Total Estimated Square Footage:		2,090,118

Service Contractor to verify exact dimensions.

End of Section

EXHIBIT B – PANEL TYPE

Facility	Location	Panel Type
200 Government Street	200 Government Street	Simplex 4010
Animal Shelter	855 Owens Street	DMP XR150N
Azalea City Golf Course Clubhouse	1000 Gaillard Drive	Fire Shield EST FS1004
Azalea City Golf Course Cart Barn & Maintenance Shed	1000 Gaillard Drive	DMP XR150N
Azalea Road Complex (BIC)	1301 Azalea Road	DMP XR150
Ben May Library (Main)	701 Government Street	Simplex 4100U
Civic Center Complex – Arena/Expo hall/Theater	401 Civic Center Drive	Harrington HS3030A-B
Connie Hudson Senior Ctr	3201 Hillcrest Road	EST 2
Dotch Community Ctr	3100 Banks Avenue	Simplex 4005
Fire Prevention Bureau	2851 Old Shell Road	DMP XR2500R
Fire Station 1	6801 Overlook Road	Simplex 4005
Fire Station 7	5525 Commerce Blvd.	Simplex 4005
Fire Station 9	1000 S. Houston	VES VF-18
Fire Station 16	1951 S. Maryvale Street	
Fire Station 18	700 Museum Drive	
Fire Station 26/4th Police Precinct	8080 Airport Blvd	Simplex 4100ES
Fire Station 28	7050 Old Military Road	Simplex 4010ES
Fire Station Crichton	200 Davenport Blvd.	Simplex 4007ES
Fort Conde	150 S. Royal Street	Simplex 4007ES
Gulf Coast Exploreum	65 Government Street	Firelite MS9200 UDLS
GulfQuest Maritime Museum	155 South Water Street	EST 3
Harmon Recreation Ctr	1611 Belfast Street	DMP XR500
Hillsdale Community Ctr	558 Felhorn Road	Firelite MS10
History Museum of Mobile	111 South Royal Street	JCI METASYS
Hope Community Ctr	850 Edwards Street	DMP XR100
Hurtel Armory	1900 Hurtel Street	Simplex 4010ES
James Seals Recreation Ctr	540 Texas Street	DMP XR200DN
Joe Jefferson Playhouse	11 South Carlen Street	Firelite MS10 UD7
Library - Administration	700 Government Street	DMP XR100
Library - Parkway Branch	1924-B Dauphin Island Parkway	ADEMCO 4209U
Library - Local History & Genealogy	753 Government Street	ADEMCO Vista 32FB
Lyons Park Tennis Ctr	180 Lyons Park Avenue	Firelite MS-10UD
Medal of Honor Gymnastics Facility	1711 Hillcrest Road	Edwards F-FSC
Michael Figures Community Center	658 Donald Street	DMP XR500
Michael C. Dow Amphitheater	3100 Banks Avenue	DMP XR550N
Mobile Convention Center	1 South Water Street	Simplex 4100ES
Mobile Metro Fire Arms	12247 Tanner Williams Rd	Simplex 4006
Mobile Museum of Art	4850 Museum Drive	Simplex 4100

Mobile, Alabama Cruise Terminal	201 South Water Street	FCI 7100 Series
Municipal Archives	457 Church Street	DMP XR150N
Oakleigh House	350 Oakleigh Place	Radionics D9112
Playhouse in the Park	4823 Museum Drive	Simplex 4010
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	Edwards 10 Series
Police 3rd Precinct	2165 St. Stephens Road	DMP XR150N
Police Academy	1251 Virginia Street	Simplex 4005
Police Headquarters	2460 Government Street	CMP XR150DN
Police Impound	1251-B Virginia Street	Simplex 4008
Police Special Operations Facility	850 St. Anthony Street	VES VF185810
Quigley House Museum	263 Roper Street	
Richards DAR House	256 North Joachim Street	
Rickarby Recreation Center	550 Rickarby Street	DMP XR100
S.A.I.L Center	1600 Boykin Blvd.	DMP XR150
Saenger Theater	6 South Joachim Street	EST
Springhill Recreation Ctr	1151 Springhill Avenue	DMP XR500
Sullivan Recreation Center	351 N. Catherine	Simplex 4010
Tardy Cottage	104 South Lawrence St	Harrington CE-B
Taylor Park Community Ctr	1050 Baltimore Street	Firelite MS9200
Technology Center – MIT	651 Church Street	DMP XR150N
Telecommunications Bldg	107 Royal Street	DMP XR150N
Tillman's Corner Comm. Ctr	5055 Carol Plantation Rd	DMP XR200
Toulminville Library	601 Stantion Road	Firelite MS-10UD
Tricksey Senior Center	3100 Banks Avenue	DMP XR5FC
TSAC (Woodcock)	261 Rickarby Street	Simplex 4010ES
West Regional Library	5555 Grelot Road	Simplex 4010
Western Admin Complex (WAC)	4851 Museum Drive	Firelite MS-10UD

Service Contractor to verify Panel List.

End of Section

EXHIBIT C – DEVICE LIST

Facility	*Location*	*Audio Visual (A/V)*	*Duct Detectors*	*Heat Detectors*	*Pull Stations*	*Photo Smoke Detectors (PSD)*	*Visual Strobe (Vsig)*	*Horns*
200 Government Street	200 Government Street	25	17	0	9	41	4	0
Animal Shelter	855 Owens Street	2	0	0	1	5	0	1
Azalea City Golf Course (CH)	1000 Gaillard Drive	13	2	5	15	11	4	0
Azalea City Golf Course (Maintenance / Golf Cart Shop)	1000 Gaillard Drive	3	0	23	3	6	3	0
Azalea Road Complex (BIC)	1301 Azalea Road	7	0	2	14	18	3	0
Ben May Library (Main)	701 Government Street	40	23	4	11	15	4	0
Civic Center	401 Civic Center Drive	193	61	40	80	163	3	
Connie Hudson Senior Center	3201 Hillcrest Road	17	10	4	9	18	12	0
Dotch Community Center	3100 Banks Avenue	5	2	4	7	2	2	0
Fire Prevention Bureau	2851 Old Shell Road	14	2	0	10	53	0	0
Fire Station #1	6801 Overlook Road	5	1	1	1	5	1	0
Fire Station #7	5525 Commerce Blvd.	4	4	1	1	4	4	0
Fire Stations #9	1000 South Houstion St.	6	0	4	4	5	0	0
Fire Station 16	1951 S. Maryvale Street	8	0	6	3	8	8	0
Fire Station 18	700 Museum Drive	8	2	1	3	1	19	0
Fire Stations #26	8080 Airport Blvd.	34	6	1	13	28	3	0
Fire Station #28	7050 Old Military Road	14	8	11	3	17	24	0
Fire Station Crichton	200 Davenport Blvd.	28	8	0	2	1	17	
Fort Conde Welcome Center	150 S. Royal Street	8	0	0	6	21	0	0
Gulf Coast Exploreum	65 Government Street	30	7	0	23	88	0	0
GulfQuest Maritime Museum	155 S. Water Street	77	22	3	31	132	2	0
Harmon Recreation Center	1611 Belfast Street	8	1	3	8	6	3	0
Hillsdale Community Center	558 Felhorn Road	7	4	0	8	0	0	1

History Museum	111 S. Royal Street	53	15	0	4	125	8	0
Hope Community Center	850 Edwards Street	4	5	0	4	0	0	
Hurtel Armory	1900 Hurtel Street	26	3	6	11	38	0	0
James Seals Recreation Ctr.	540 Texas Street	6	0	1	4	11	2	0
Joe Jefferson Playhouse	11 S. Carlen Street	8	0	2	8	4	0	0
Library Administration	700 Government Street	3	2	0	3	11	0	0
Library Parkway Branch	1924-B Dauphin Island Parkway	5	0	0	2	8	0	0
Library Local History Genealogy	753 Government Street	4	1	1	2	6	4	0
Lyons Park Tennis Center	180 Lyons Park Avenue	4	2	0	3	6	0	1
Medal of Honor Tower	1711 Hillcrest Road	4	2	0	4	10	4	0
Michael Figures Park	658 Donald Street	0	2	2	5	20	0	0
Michael C. Dow Amphitheater	3100 Banks Avenue	14	2	0	5	7	3	1
Mobile Convention Center	1 S. Water Street	239	39	52	114	148		0
Mobile Metro Fire Arms	12247 Tanner Williams Road	2	8	0	3	7	0	0
Mobile Museum of Art	4850 Museum Drive	118	31	16	17	121	0	0
Mobile Alabama Cruise Terminal	201 S. Water Street	47	26	12	11	54	31	0
Municipal Archives	457 Church Street	1	2	2	5	33	0	3
Oakleigh House	350 Oakleigh Place	2	0	7	3	10	0	0
Playhouse in the Park	4823 Museum Drive	9	1	0	4	12	2	0
Police 2nd Precinct	5441 Hwy 90 W, Bldg C	20	3	2	2	8	0	0
Police 3rd Precinct	2165 St. Stephens Road	6		1	2	19	5	0
Police Academy	1251 Virginia Street	5	4	0	6	11	4	0
Police Headquarters	2460 Government Street	12	2	0	7	31	0	0
Police Impound	1251-B Virginia Street	8	0	0	6	12	0	0
Police Special Ops	850 St. Anthony Street	10	2	2	9	15	0	0
Quigley House Museum	263 Roper Street	3	3	2	6	8	2	0
Richards DAR House	256 N. Joachim Street	0	0	0	1	16	0	1
Rickarby Park	550 Rickarby Street		0	2	3	7		0
S.A.I.L Center	1600 Boykin Blvd.	2	0	0	2	1	0	0
Saenger Theater	6 S. Joachim Street	51	4	3	33	14	0	0

Springhill Recreation Ctr.	1151 Springhill Avenue	7	4	3	7	13	0	0
Sullivan Park	351 N. Catherine Street	12	9	2	4	21	0	0
Tardy Cottage	104 S. Lawrence Street	3	6	0	6	8	2	1
Taylor Park Community Ctr	1050 Baltimore Street	2	6	2	5	8	1	0
Technology Center - MIT	651 Church Street	8	0	0	6	14	0	0
Telecommunications Bldg.	107 S. Royal Street	11	0	1	5	11	6	0
Tillman's Corner Comm. Ctr	5055 Carol Plantation Road	5	4	2	5	6	2	0
Toulminville Library	601 Stanton Road	11	2	0	4	22	0	0
Tricksey Senior Center	3100 Banks Avenue	5	0	3	5	8	2	0
TSAC (Woodcock)	261 Rickarby Street	27	0	5	6	9	22	0
West Regional Library	5555 Grelot Road	41	10	3	16	11	20	0
Western Admin Complex (WAC)	4851 Museum Drive	10	2	26	9	44	0	0

Service Contractor to verify Device List.

End of Section

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: SERVICE CONTRACT – FIRE ALARM SYSTEMS INSPECTIONS & TESTING

PROJECT LOCATION: VARIOUS CITY OF MOBILE LOCATIONS

PROJECT NO.: SC-013-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated November 14, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Arena Fire Protection Inc

ADDRESS: 10023 Lifeline Court Mobile, AL 36608 **PHONE** 228-588-3440

CITY OF MOBILE BUSINESS LICENSE NUMBER: 79488

CITY OF MOBILE VENDOR NUMBER: 294594

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: 139800
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[X] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment and supplies, and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Thirty (30) days prior to the expiration date of the preceding term.

BID – Shall include ALL Annual, Semiannual, and Quarterly Inspections & Testing as specified in section 01000 – Scope of Work.

Year 1 – Initial Term:	$ 4,885.42 .00/month	$ 58,625 .00/year
Year 2 – 1st Additional Term:	$ 4,918.75 .00/month	$ 59,025 .00/year
Year 3 – 2nd Additional Term:	$ 4,935.42 .00/month	$ 59,225 .00/year
Total :		$ 176,875 **.00**

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred & Seventy Six Thousand
(Amount in Words)

Eight Hundred & Seventy Five Dollars00/100 Dollars ($ 176,875 .00)
(Amount in Numbers)

(Note: Show Base Bid amount in both words and figures. In case of discrepancy, the amount in words shall govern.)

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

Bids shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Hourly Rates: For work performed outside the basic scope of services and not included in the total Bid:

A. Regular Time (8am to 5pm, Monday through Friday): $ 75.00 per hour.
B. Overtime (5pm to 8am, Monday through Friday, and Weekends): $112.50 per hour
C. Overtime Holidays (City Holidays): $150.00 per hour

Parts/Material: Service Contractor's direct cost plus Fifteen (15%) percent.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

All work shall be in accordance with National Fire Protection Association (NFPA) Code sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall, (a copy of a valid permit must be included in the bid documents). The work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

SCHEDULE OF VALUES (Year One, Year Two, and Year Three):

	Location	Year 1	Year 2	Year 3	Total
	200 Government Street	$1,100.00	$ 1,100.00	$1,100.00	$ 3,300.00
	Animal Shelter	$400.00	$ 450.00	$450.00	$ 1,300.00
	Azalea City Golf Course Clubhouse	$700.00	$ 750.00	$750.00	$ 2,200.00
	Azalea City Golf Course Cart Barn & Maintenance Shed	$450.00	$ 500.00	$500.00	$ 1,450.00
	Azalea Road Complex (BIC)	$500.00	$ 500.00	$550.00	$ 1,550.00
	Ben May Library (Main)	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Civic Center Complex – Arena/Expo Hall/Theater	$6,500.00	$ 6,500.00	$6,500.00	$ 19,500.00
	Connie Hudson Senior Ctr	$800.00	$ 800.00	$800.00	$ 2,400.00
	Dotch Community Ctr	$350.00	$ 400.00	$400.00	$ 1,150.00
	Fire Prevention Bureau	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Fire Station 1	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 7	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 9	$375.00	$ 375.00	$375.00	$ 1,125.00
	Fire Station 16	$400.00	$ 400.00	$400.00	$ 1,200.00
	Fire Station 18	$600.00	$ 600.00	$600.00	$ 1,800.00
	Fire Station 26/ Police – 4th Precinct	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Fire Station 28	$900.00	$ 900.00	$900.00	$ 2,700.00
	Fire Station Crichton	$600.00	$ 600.00	$600.00	$ 1,800.00
	Fort Conde	$500.00	$ 500.00	$500.00	$ 1,500.00
	Gulf Coast Exploreum	$1,700.00	$ 1,700.00	$1,700.00	$ 5,100.00
	GulfQuest Maritime Museum	$3,500.00	$ 3,500.00	$3,500.00	$ 10,500.00
	Harmon Recreation Ctr	$400.00	$ 500.00	$500.00	$ 1,400.00
	Hillsdale Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	History Museum of Mobile	$2,300.00	$ 2,400.00	$2,500.00	$ 7,200.00
	Hope Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Hurtel Armory	$950.00	$ 950.00	$1,000.00	$ 2,900.00
	James Seals Recreation Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Joe Jefferson Playhouse	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Administration	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Parkway Branch	$400.00	$ 400.00	$400.00	$ 1,200.00
	Library - Local History & Genealogy	$400.00	$ 400.00	$400.00	$ 1,200.00
	Lyons Park Tennis Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Medal of Honor Gymnastics Facility	$400.00	$ 400.00	$400.00	$ 1,200.00
	Michael Figures Community Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Michael C. Dow Amphitheater	$400.00	$ 400.00	$400.00	$ 1,200.00
	Mobile Convention Center	$7,100.00	$ 7,100.00	$7,100.00	$21,300.00
	Mobile Metro Fire Arms	$500.00	$ 500.00	$500.00	$ 1,500.00
	Mobile Museum of Art	$3,900.00	$ 3,900.00	$3,900.00	$11,700.00
	Mobile, Alabama Cruise Terminal	$2,000.00	$ 2,000.00	$2,000.00	$ 6,000.00
	Municipal Archives	$600.00	$ 600.00	$600.00	$ 1,800.00
	Oakleigh House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Playhouse in the Park	$400.00	$ 400.00	$400.00	$ 1,200.00
	Police 2nd Precinct	$450.00	$ 450.00	$450.00	$ 1,350.00

	Police 3rd Precinct	$450.00	$ 450.00	$450.00	$ 1,350.00
	Police Academy	$450.00	$ 450.00	$450.00	$ 1,350.00
	Police Headquarters	$600.00	$ 600.00	$600.00	$ 1,800.00
	Police Impound	$400.00	$ 400.00	$400.00	$ 1,200.00
	Police Special Operations Facility	$550.00	$ 550.00	$550.00	$ 1,650.00
	Quigley House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Richards DAR House	$400.00	$ 400.00	$400.00	$ 1,200.00
	Rickarby Recreation Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	S.A.I.L Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Saenger Theater	$1,200.00	$ 1,200.00	$1,200.00	$ 3,600.00
	Springhill Recreation Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Sullivan Recreation Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	Tardy Cottage	$400.00	$ 400.00	$400.00	$ 1,200.00
	Taylor Park Community Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Technology Center - MIT	$400.00	$ 400.00	$400.00	$ 1,200.00
	Telecommunications Bldg	$500.00	$ 500.00	$500.00	$ 1,500.00
	Tillman's Corner Comm. Ctr	$400.00	$ 400.00	$400.00	$ 1,200.00
	Toulminville Library	$550.00	$ 550.00	$550.00	$ 1,650.00
	Tricksey Senior Center	$400.00	$ 400.00	$400.00	$ 1,200.00
	TSAC (Woodcock)	$800.00	$ 800.00	$800.00	$ 2,400.00
	West Regional Library	$1,200.00	$ 1,200.00	$1,200.00	$ 3,600.00
	Western Administrative Complex (WAC)	$1,000.00	$ 1,000.00	$1,000.00	$ 3,000.00
	Totals	$58,625.00	$ 59,025.00	$59,225.00	$ 176,875.00

1. BID INCLUDES:
Addendum Number __1__, Dated 12/09/2022
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Flow Innovations
Company Address: PO Box 482 Mobile, AL
Telephone: 251-679-9800 Email: service@flowinnovations.com
Type of Work: Fire Pumps Systems
Date(s): 2013 -Present

B. Reference #2:
Company Name: Ferguson Fire and Fabrication
Company Address: 5370 East Rite Road Theodore, AL 36582
Telephone: 251-338-7763 Email: laconda@ferguson.com
Type of Work: Fabrication
Date(s): 2010 - Present

C. Reference #3:
Company Name: Hydrotechnologies
Company Address: 1047 Sledge Drive Mobile, AL 36606
Telephone: 251-478-1104 Email: mdunnaway@hydrotechnologies.com
Type of Work: Fire Pumps
Date(s): 2010 - Present

5. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Arena Fire Protection Inc
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Jeremy Davidson
(Typed)

TITLE Vice President
(Typed)

DATE Dec. 14th, 20 22

Sworn to and subscribed before me this Dec 14 **day of 20** 22

Notary Public

END OF SECTION



City of Mobile
Office of Supplier Diversity

REQUEST FOR WAIVER OF DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL

Bid/RFP/P.O./Solicitation/Other# SC-013-23 Current Date 11 / 15 / 22

Project Description Service Contract - Fire Alarm Systems Inspections & Testings

By City of Mobile Department/ Division/ Office/Unattached Board

I hereby request that the DBE participation goal, pursuant to Ordinance of the City Charter and Policy, be waived on the above-referenced project for the following reason(s):
Please attached any supporting documentation.

The Service Contract work will be performed solely by a Contractor. No subcontrators will be utilized. The low-bidder will be determined by the lowest hourly rate and material mark-up percentage.

Cassie Boatwright
Requested By (Department Director)

(Signature) (Title) Director (Date) 11/16/2022

(251) 208-7627
Telephone Number

BOATWRIGHT@CITYOFMOBILE.ORG
Email Address

Archnique Kidd, Supplier Diversity Manager
Reviewed By (Office of Supplier Diversity)

Archnique Kidd (Signature) Supplier Diversity Manager (Title) 12/5/2022 (Date)

Approved By (CAO)

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	Arena Fire Protection Inc
Address	10023 Lifeline Court Mobile, AL 36608
Telephone	228-588-3440
E-Mail	jeremy@arenafire.com

RFP/RFQ Solicitation Number	SC-013-23
Project Description	Fire Alarm Systems Inspections and Testing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 35 Female 3 Minority 3 Non-minority _____ SDVO _____ Total #of Employees 41

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeremy Davidson

Signature: Jeremy Davidson Date: 01-30-2023

Title: Vice 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: Jennifer Welch Title: Accounting

Email: jennifer@arenafire.com Phone: 228-471-1128

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 Arena Fire Protection Inc Your Bid/Proposal Amount $ 176,875.00 Date: 01/30/2023

_____/ _____/_____ Description Fire Alarm System Inspections

Name of Bidder/Proposer: Arena Fire Protection 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
N/A						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Arena Fire Protection Inc

Contact Person: Jeremy Davidson Phone 228-588-3440 Email jeremy@arenafire.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
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ 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

Arena Fire Protection Inc.	
Entity ID Number	000 - 921 - 354
Entity Type	Foreign Corporation
Principal Address	21312 STATELINE RD MOSSPOINT, MS 39562
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mississippi
Formation Date	10/20/2000
Qualify Date	02/21/2002
Registered Agent Name	DAVIDSON, JEREMY
Registered Office Street Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Registered Office Mailing Address	9813 BRIGHTON DR CHUNCHULA, AL 36521
Nature of Business	
Capital Authorized	
Capital Paid In	

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	2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022

Transactions

Transaction Date	03/07/2013
Agent Mailing Address Changed From	* Added
Transaction Date	03/07/2013
Registered Agent Changed From	MCLEOD, BETTY 5058 FREEWAY DR MOBILE, AL 36619

Scanned Documents

Document Date / Type / Pages	02/21/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	03/07/2013 Registered Agent Change 2 pgs.

Company ID Number: 406479

Approved by:

Employer Arena Fire Protection Inc.	
Name (Please Type or Print) Jeremy L Davidson	Title
Signature Electronically Signed	Date 04/05/2011
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04/05/2011

Company ID Number: 406479

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Arena Fire Protection Inc.
Company Facility Address	21312 Stateline Rd Moss Point, MS 39562
Company Alternate Address	
County or Parish	JACKSON
Employer Identification Number	640932306
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2023

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 FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
	INSURERS AFFORDING COVERAGE — NAIC #
	INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935
INSURED 376-483-4 ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 157** **REVISION NUMBER: 2**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	6121587	04/08/2022	04/08/2023	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
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	Y	Y	6121587	04/08/2022	04/08/2023	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	Y	Y	6121592	04/08/2022	04/08/2023	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	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	Y	1804237	04/08/2022	04/08/2023	X PER STATUTE OTHER 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)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

376-483-4 157 2
CITY OF MOBILE
PO BOX 1827
MOBILE, AL 36633-1827

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 Nicholas R. Zoeller

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 376-483-4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED ARENA FIRE PROTECTION, INC. PO BOX 460 HURLEY, MS 39555-0460
POLICY NUMBER SEE CERTIFICATE # 157.2		
CARRIER SEE CERTIFICATE # 157.2	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 157.2

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT #: SC-013-23
PROJECT: VARIOUS CITY OF MOBILE LOCATIONS
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 AN OTHER INSURANCE IN FORCE OR WHICH MAY BE PURCHASED BY ADDITIONAL INSURED. WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF MOBILE WITH RESPECT TO GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIABILITY, AND WORKERS COMPENSATION. 30 DAY NOTICE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE SHALL APPLY (EXCEPT 10 DAYS FOR NON-PAYMENT).
CONTRACTUAL LIABILITY COVERAGE FOR LIABILITY FOR DAMAGES ASSUMED IN A CONTRACT OR AGREEMENT THAT IS AN "INSURED CONTRACT" IS PROVIDED PER THE CG 00 01, COMMERCIAL GENERAL LIABILITY COVERAGE FORM.
GENERAL LIABILITY COVERAGE CONTAINS CG 25 03 DESIGNATED CONSTRUCTION GENERAL AGGREGATE LIMIT ENDORSEMENT APPLICABLE TO EACH CONSTRUCTION PROJECT AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.

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GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

M. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:

1) Payments shall be made on a monthly basis, for completed work as specified.
2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons

resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;
3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
   Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
   The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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
c) Or Bodily Injury	$1,000,000 combined single limit and

Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
d) Broad Form Property Damage Coverage, including Completed Operations.
e) Personal Injury Liability, with employees exclusions removed.
f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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
c) Or Bodily Injury and Property Damage	$1,000,000 combined single limit

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the laws of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15%) percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or
2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor

arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

Addendum Number 1
SERVICE CONTRACT – SC-013-23 FIRE SYSTEMS INSPECTIONS AND TESTING (VARIOUS LOCATIONS)

Project # SC-013-23

Date: December 9, 2022

This Addendum forms a part of, and modifies, the Bid Documents for the above referenced project, dated November 14, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. **Failure to do so may subject Bidder to disqualification.**

General:

Item 1. All Bidders must have a current City of Mobile Business License at the time of bid submission.

Item 2. A bid bond is required.

Item 3. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises.

Item 4. **Sealed bids are due no later than 2:00pm local time, Wednesday, December 14, 2022.**

REQUESTS FOR INFORMATION:

1. Scope of Work-

   Q. Exhibit C – Device List of the bid documents, does not show any sprinkler devices. We would like to know if these devices are to be tested or are they being tested under a Separate sprinkler system contract the City has with another vendor?

A. The City of Mobile has a fire sprinkler inspection contractor that does test fire sprinkler water flow, backflow preventers and tamper switches. This Fire Alarm Contract SC-013-13 does require inpsection of any communication from panel to any device listed on the fire panel including fire sprinkler devices. Note- There are thirty-one (31) facilities that have fire sprinkler devices.

Q. The contract ask for quarterly inspections but NFPA code only requires annual inspections. Do you require quarterly inspections?

A. The city of Mobile requires three (3) quarterly inspections and one annual inspection per year.

Q. There were a few locations that had no panel listed, Fire Station 16/18, the Quigley House, Richards DAR House.

A. Fire Station 16 and 18, The Quigley House, and Richards DAR House have fire panels.

2. Scope of Work – Payment Reference

Q. I noticed a reference to invoices in Section 01000 Scope of Work 1. B. says the payment must reference "SC-042-19" is that correct? Or would it be SC-013-23?

A. Payment Reference will be SC-013-23.

END OF ADDENDUM NUMBER

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Marc Vassallo, Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Three year contracts with Tetra Tech, Inc and Thompson Consulting Services, LLC, to provide professional services to monitor and track to work of the debris removal contractor and City staff engaged in debris removal after a disaster event for compliance with federal disaster reimbursement requirements. To consult with the City on post disaster debris removal operations.
FEMA Reimbursed.

Amount of Contract:

N/A to be purchased at unit prices indicated

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

ATTACHMENTS:

Description	Type	Upload Date
2022 Agenda Package Thompson Tetra Tech Disaster Monitor	Cover Memo	2/17/2023

REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	2/22/2023 - 12:46 PM
Legal	Kern, Chris	Approved	2/23/2023 -

			12:53 PM
Legal	Kern, Chris	Approved	2/23/2023 - 12:53 PM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:08 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: Feb 28, 2023 (Date) Item No. _____

Submitted by: Public Services (Department) John Peavy (Department Head)

Sponsored by: Mayor Stimpson (Name) _____ (Title)

Reviewed by: James Delapp (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Disaster Debris Monitoring & Consulting Services - Tetra Tech and Thompson CS.

PURPOSE & SCOPE OF PROJECT:
To provide professional services to monitor and track to work of the debris removal contractor and City staff engaged in debris removal after a disaster event for compliance with federal disaster reimbursement requirements. To consult with the City on post disaster debris removal operations.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: As needed post-disaster @ contract rates

FUNDING SOURCE:

Budget Item: FEMA reimbursed Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: Upon signature

Renewal date of contract (if applicable): 3 years

If not bid, state reason: Professional service.

How many bidders received bid packages (if applicable): 6 + web

How many bidders submitted bids (if applicable): 7

If this is not the lowest bid, explain why not:
Two best qualified proposers were selected. Submissions by Thompson, Tetra Tech, True North, Volkert, Overstreet, WSP USA, And DebrisTech.

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 Thompson Consulting Services, LLC, for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, 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

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 Tetra Tech, Inc., for three years, renewable for three additional years without further Council approval required, in amounts as necessary at specific unit pricing, to provide post-disaster debris removal monitoring and consulting services, 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

Thompson Consulting Services LLC

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 **("execution date")**, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter **referred to as the "City", represented by its Mayor, and** Thompson Consulting Services, LLC, **hereinafter referred to as the** "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years, renewable upon written mutual consent of the parties for an additional three-year period, to include upon

renewal mutually agreed-upon reasonable adjustment of unit rates consistent with relevant federal government price and cost indexes, unless cancelled or terminated as provided herein.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. Indemnification. The Contractor 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 subcontractor or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor 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 Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor 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 Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

16. Boycotts. 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.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) 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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Thompson Consulting Services, LLC

BY: _____(Signature) Date: 02/06/2023

Its President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Lydia Pena, a Notary Public, in and for said County in said State, hereby certify

that Jon Hoyle whose name as President of Thompson Consulting Services, LLC, a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 6th day of February, 2023.

LYDIA PENA
Notary Public - State of Florida
Commission # GG 334200
My Comm. Expires May 13, 2023
Bonded through National Notary Assn.

(Seal)

Lydia Pena
Notary Public

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2022

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

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

PRODUCER
Cadence Insurance (Formerly BXS Insurance)
760 Howard Avenue, 2nd floor
Biloxi MS 39530

CONTACT NAME: Patty Savage
PHONE (A/C, No, Ext): 8002770856 **FAX (A/C, No):** 228-863-1957
E-MAIL ADDRESS: patty.savage@cadenceinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	41297
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED THOMINC-03
Thompson Consulting Services, LLC
2601 Maitland Center Parkway
Maitland FL 32751

COVERAGES **CERTIFICATE NUMBER:** 1773526327 **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**			VRS0006382	1/1/2023	2/1/2024	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Contractors Pollution Liability			VRS0006382	1/1/2023	2/1/2024	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP No. 5555 Disaster Debris Monitoring and Consulting Services;
Certificate holder is named as an additional insured on the General Liability as required by written contract. A 30 day notice of cancellation is also provided as required by written contract. A Waiver of Subrogation is also provided as required by written contract.

CERTIFICATE HOLDER

City of Mobile, Alabama
Procurement Department, Room 4055,
4th Floor South Tower
205 Government Street
Mobile AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THOMENG-01 AFOSTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/3/2023

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: Abby Foster	
PGIS, LLC dba Turner Insurance & Bonding Co. PO Drawer 230789 Montgomery, AL 36123	PHONE (A/C, No, Ext): (334) 386-3609	FAX (A/C, No): (334) 244-0350
	E-MAIL ADDRESS: afoster@turnerfirst.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Zurich American Insurance Co.	16535
INSURED	INSURER B :	
Thompson Consulting Services, LLC 2601 Maitland Center Parkway Maitland, FL 32751	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			BAP 3534779	1/1/2023	2/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N	N / A		WC 3534777	1/1/2023	2/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

City of Mobile, Alabama
Procurement Department, Room 4055,
4th Floor South Tower
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Durden

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 no increase and Year 3 CPI.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$ 53.18	$ 79.77
2	Debris Monitor Supervisor	Each	Standard hourly rate	$ 40.91	$ 61.37
3	Debris Monitors	Each	Standard hourly rate	$ 30.39	$ 45.59
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$ 38.45	$ 57.86
5	Clerical Staff & Data Entry [1]	Each	Standard hourly rate	$ 0.00	$ 0.00
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

Thompson Consulting Services, LLC

[1]Clerical Staff & Data Entry positions are not required due to efficiencies of Thompson's Automated Debris Management System (ADMS), therefore will not be charged the City.

SECTION 5
Required Forms & Certifications

Thompson has completed and included the following forms in the subsequent pages of this section:

- Signature Page
- Vendor References Form

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: Thompson Consulting Services, LLC

Vendor Address: 2601 Maitland Center Parkway

Maitland, Florida 32751

Phone: 407-792-0018

Main POC/Title for RFP Jon Hoyle, President

Email Address info@thompsoncs.net

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: Jon Hoyle

Title: President

Date: 11/9/22

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No__X__

If "Yes," please attach a separate page indicating those exceptions or clarifications.

Tetra Tech Inc

Contract documents

Disaster Debris Removal
Monitoring and Consulting Services

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2023 ("execution date"), by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and Tetra Tech, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for Proposals, RFP No. 5739 (hereinafter Request for Proposals or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals. Contractor performance of responsibilities in general preparation for generic City storm response, to include training and planning, will commence upon contract execution date. Contractor performance of responsibilities in support of any individual specific event response shall be only upon specific Task Order from the City for that response and shall continue for that specific event response until all performance as required by the RFP is completed related to that specific event response.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution date and continue for a period of three (3) years with the option to renew for an additional three-year period. Upon written request from Contractor no less than

sixty (60) days prior to each anniversary date of the agreement and at the discretion of Client, an annual price increase may be negotiated. It is the intent of Client to not allow a price increase greater than the Consumer Price Index for All Consumers (CPI-U) for the latest twelve-month period reported at the time of request. Client shall consider a price adjustment on a case-by-case basis upon the written request of Contractor. All price increases shall be at the sole discretion of Client.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. Assignment shall not be allowed without prior consent of the City. Subcontracting shall be allowed with prior written consent of the City, and is encouraged for the use of disadvantaged business enterprises where qualified. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done and based upon rate schedules defined in Contractor's RFP response.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposals throughout the term of this contract.
11. Indemnification. The Contractor 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 subcontractor or supplier that is committed by Contractor or the Contractor's agent, Contractor under contract, or other entity for which Contractor is legally liable. Contractor 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 Contractor or its agents covered by Contractor's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Contractor to procure and maintain professional liability insurance that satisfies the named requirements. Contractor shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Contractor's liability, or in proportion to the extent Contractor 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 Contractor to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement and venue of any court proceeding to enforce or interpret this agreement shall lie in Mobile County, Alabama.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.

15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

16. Boycotts. 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.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the

bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) 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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be

directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:

a. The City of Mobile's Request for Proposals 5739 and all of its addend and attachments; and
b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal and included as Exhibit A to this Agreement; and
c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. 5739 as of the day and year first written above.

Contractor, Tetra Tech, Inc.

BY: _____(Signature) Date: 02/10/2023

Its Business Unit President (Title)

ACKNOWLEDGEMENT

The State of Florida }

Orange County}

I, Marina Armanious, a Notary Public, in and for said County in said State, hereby certify that Jonathan Burgiel whose name as Business Unit President of Tetra Tech, Inc., a corporation, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the 10th day of February, 2023

_____
(Seal) Notary Public

MARINA ARMANIOUS
Notary Public-State of Florida
Commission # HH 50694
My Commission Expires
October 05, 2024

CITY OF MOBILE, A Municipal Corporation

BY: _____ Date: _____
Mayor

ATTEST:

_____ Date: _____
City Clerk

EXHIBIT A: Contractor's Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/10/2023

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
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Ins Co	16535
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Tetra Tech, Inc.
2301 Lucien Way
#120
Maitland FL 32751 USA

COVERAGES **CERTIFICATE NUMBER:** 570097816912 **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.

Limits shown are as requested

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**			GL0181740604	10/01/2022	10/01/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X X,C,U Coverage						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	**AUTOMOBILE LIABILITY**			BAP 1857085 04	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			WC254061604	10/01/2022	10/01/2023	X PER STATUTE OTH-	
A	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)**	N / A		WC185708704	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile AL 36644 USA

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

Aon Risk Insurance Services West, Inc.

Holder Identifier : 309

Certificate No : 570097816912

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FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 *Please see below **and Year 3** *Please see below**.**

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate	$49.00	$73.50
2	Debris Monitor Supervisor	Each	Standard hourly rate	$48.00	$72.00
3	Debris Monitors	Each	Standard hourly rate	$29.50	$44.25
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate	$45.00	$67.50
5	Clerical Staff & Data Entry	Each	Standard hourly rate	-	-
6	Other Direct Costs	Special costs such as boat rental and marine expenses shall be billed at cost without mark-up.			
7	Mileage		Per mile	$0.0625	N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

*The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

COMPANY NAME:

Tetra Tech, Inc.

	Standard Hourly Rate	Required Based on City Scope of Work	Not Required but Highly Recommended
Operations Manager	$48.00*		**X**
GIS Analyst	$55.00*		**X**
Billing/Invoice Analyst	$45.00*	**X**	
Arborist	$65.00*		**X**
Debris Planning Consultant	$125.00		**X**
Public Assistance Consultant	$95.00	**X**	
Call Center Staff	$32.00*		**X**

Based on our experience completing similar work across more than 600 disaster debris monitoring missions, Tetra Tech has included additional positions for the City's consideration outside of cost evaluation. We have divided these positions into two primary categories:

- ***Positions likely required based on the City's scope of work.*** Specific scope areas, such as FEMA grant compliance, may require specialized attention from staff not allocated for in the original Fee Schedule Form.
- ***Positions not required but highly recommended based on experience.*** These value-added positions increase efficiency, compliance, and consistency across project operations.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U)(All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

***Overtime rates would apply at 1.5 times standard hourly rate.**

RFP 5739

Scoring Tab and RFP

Scoring Table – RFP 5739 Disaster Debris Monitoring & Consulting Services

	WSP USA Solutions Inc	Volkert, Inc.	True North Emergency Management/ Neel-Schaffer	Thompson Consulting Services	Tetra Tech, Inc.	Overstreet and Associates, PLLC	DebrisTech LLC
Experience & Resources (30 points)	24	27	27	28	30	11	24
Project Management Team (20 Points)	15	19	16	18	19	10	13
Plan to Provide Services (30 points)	20	25	27	27	29	9	24
Price (20 points)	8	18	16	19	18	12	18
Total	**67**	**89**	**86**	**92**	**96**	**42**	**79**

Request for Proposals
Disaster Debris Monitoring & Consulting Services
RFP No. 5739

CITY of MOBILE
PUBLIC SERVICES DEPARTMENT

Proposals Due: 4:00 pm, November 17, 2022

REQUEST FOR PROPOSALS

DISASTER DEBRIS MONITORING AND CONSULTING SERVICES

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Exhibit A **Proposal Submission Documents**

SECTION A. GENERAL CONDITIONS OF REQUEST FOR PROPOSAL

1. **OBJECTIVE:**

The City of Mobile is seeking proposals from qualified firms (referred to herein interchangeably as Vendors, Firms, Contractors, Consultants, or Bidders) to contract for three years for disaster debris removal monitor and consulting services. The contract will be awarded effective approximately December 1, 2022, with specific tasking as necessary in response to debris-generating disaster events during the contract period.

2. **SUBMISSION OF PROPOSAL:**

a. Sealed proposals, consisting of one paper and one electronic copy (flash drive or CD), will be accepted until 4:00 P.M. November 17, 2022 by the City of Mobile Procurement Department, 4th Floor, South Tower, Room 405S 205 Government Street, Mobile, AL 36644. The US Mail address for proposals is City of Mobile, Procurement Department, PO Box 1948, Mobile AL 3633. The name and address of the firms, and the words "RFP 5739 , Disaster Debris Monitoring" shall be placed on the outside of the envelope.

b. Proposals must follow the format and content requirements set in Exhibit A. Concise submissions are preferred. City Staff will evaluate the proposals received, based on responsiveness to the evaluation criteria, and based on the information being provided on the required sequence. No bid or performance bond is required. Proposals will consist of the following components:

(1) Signature Page
(2) Vendor References from at least four customers
(3) Fee schedule
(4) Experience Narrative
(5) Project Management Team
(6) Project Approach Narrative – how you intend to perform the work to include any technology or best practices you will include.

c. Exceptions to any of the terms contained in this RFP or the attached service sample service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Vendor's desire to take exception to a term will not disqualify it from consideration for award.

3. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent by e-mail to Purchasing@CityofMobile.org no later than 4:00 pm, November 9, 2022. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part

of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

4. **COSTS INCURRED BY VENDORS:**

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Vendor(s). No payment will be made for any responses received, or for any other effort required of, or made by the Vendor(s) prior to contract commencement.

5. **ORAL PRESENTATIONS:**

The City may request an oral presentation or subsequent clarification of any proposal at the City's sole discretion, and may adjust scoring based on additional information received.

6. **WITHDRAWAL OF PROPOSAL:**

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal will be accepted.

7. **LATE PROPOSALS OR MODIFICATIONS:**

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set of the proposal submitted will be accepted.

8. **LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Alabama apply to any purchase made under this Request for Proposal. It is anticipated that federal grant funding will be used in whole or part to fund services under this contract. The required contract clauses found in 2 CFR, Part 200, Appendix II, will be included as part of the contract document for this solicitation. Vendors shall comply with all local, state, and federal directives, order, and laws as applicable to this proposal and subsequent contracts(s) including by not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract. Vendors certify by submission of a proposal that they have not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining and Federal contract, grant, or any other award covered by 31 USC Section 1352.

9. **COLLUSION**

Contractor proposals must be offered without previous understanding, agreement, or connection with any other contractor making a proposal for the same item(s), and with the intention that Contractor's proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

10. **CITY INDEMNIFICATION:**

a. The Contractor shall indemnify, pay the cost of defense, including attorney's fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect, or misconduct of the said Contractor; or by or on account of any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

b. The successful Contractor will be asked to indemnify the City and hold it harmless from and against all claims, liability, loss, damage, or expense, including counsel fees, arising from or by reason or any actual or claimed trademark, patent, or copyright infringement or litigation based thereon, with respect to the goods or any part hereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

11. **PAYMENTS/INVOICES:**

Payment will be made in arrears for services rendered upon presentation of timely presented invoices at regular intervals based upon the agreed upon labor rates and hours, and documented allowable expenses. Invoices are subject to potential federal timeliness and documentation requirements, and Contractor must be responsive to those requirements to receive payment. The Contractor must specify on the Proposal Summary form the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Contractor is responsible for immediately notifying the City of any company name change, which would cause invoicing to change from the name used at the time of the original RFP.

12. **CANCELLATION:**

a. The City of Mobile reserves the right to cancel a resulting contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the Contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City.

13. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**

The selected Contractor shall perform the resulting contract, but may employ subcontractors with the consent of the City. The City expects Contractor to exercise good faith efforts to use certified disadvantaged business enterprises (DBEs), as required by City of Mobile Code Section 14-10, when subcontractors are employed. The selected Contractor is required to report subcontractor

usage, including good faith efforts to employ certified DBEs as subcontractors, with each payment application/invoice. In exercising good-faith efforts, Contractor is expected to consult with the City Supplier Diversity Manager if unable to meet City Code performance goals in the use of DBE subcontractors. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City with thirty (30) calendar days of the contractor's notice or such action or upon the occurrence of said action, whichever occurs first.

14. **NON-EXCLUSIVE CONTRACT:**

Award of a contract shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. There may not be an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such actin to be in the City's best interest. In the case of multiple term contracts, this provision shall apply separately to each term.

15. **ADD/DELETE LOCATIONS/SERVICES:**

The City reserves the right to unilaterally add or delete locations/services, either collectively or individually at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interest of the City. In such case, the Contractor(s) will be required to provide such services to this contract in accordance with the terms, conditions and specifications.

16. **PROTEST PROCEDURE**

a. Proposal Protests:

Any actual or prospective bidder/vendor, who is allegedly aggrieved in connection with the issuance of the proposal package or pending award of a contract, may protest to the City Attorney. The City Attorney will review protest submissions and will make the final determination regarding the protest.

b. Requirements to Protest:

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the proposal package.
(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m. on the fifth business day after the posting of either the contract award recommendation or the contract award itself, whichever is earlier. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

17. **EVALUATION CRITERIA:**

Section D indicates the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Contractors shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and

ranked by an evaluation committee. The contract will be awarded to the most qualified contractor, per the evaluation criteria.

18. **PRICING/PERIOD OF CONTRACT:**

The contract shall be for a period of three (3) years from the date of execution of the agreement. Pricing shall be on a per-unit basis for services based on the fee schedule included in Exhibit A, and may include annual inflation adjustments. Please see Section E for a sample contract document.

19. **PROPOSAL SUBMITTAL COPIES:**

Proposers shall submit one original signed copy, and one electronic copy on flash drive or CD.

20. **TIME LINE:**

Following is a listing of actions and anticipated dates; the City reserves the right to change the dates, if necessary.

a.	Advertising and Publishing RFP	10-27-2022
b.	Deadline for Questions/Clarifications	11-09-2022
c.	Addendum Published by (if needed)	11-10-2022
d.	Proposal Submittal Date	11-17-2022

SECTION B. INSURANCE AND BONDS

The successful Contractor, at time of contract award, shall furnish proof of Worker's Compensation coverage, Automobile Liability Coverage and Comprehensive General Liability Insurance. No bond is required. Contractor shall take out and maintain during the life of the contract the following insurance:

a. **Worker's Compensation – Employers Liability Insurance**

Statutory – amount of coverage as required by law of the place in which the work is performed.

b. **Comprehensive – Commercial General Liability Insurance**

(1) Public Liability including premises, products, and complete operations.

Bodily injury liability
$500,000 – each person
$1,000,000 – each occurrence

Property damage liability
$500,000 – each occurrence

Or, in lieu of 1 and 2 above,
Bodily injury and Property Damage combined
$1,000,000 – single limit

(3) General Aggregate per project - $2,000,000

c. **Comprehensive Automobile Liability Insurance including owned, non-owned and hired vehicles**
(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 a and b above,
(3) Bodily injury and property damage combined
$1,000,000

SECTION C. SCOPE OF WORK

1. **GENERAL:**

a. Contractor is to provide debris management expertise and debris collection tracking and monitoring services following a debris-generating event such as a hurricane or major storm or flood event. Collection monitoring is necessary to assure Federal Emergency Management Agency (FEMA) emergency plan, debris removal contract, and federal disaster reimbursement requirements are met. The work includes monitoring the debris removal from public access roads, rights-of way, and public property, by City debris removal teams and contractors, to assure that the debris management plan contracts are effectively and efficiently implemented, as well as compliance with all state, federal and local requirements in effect at the time services are performed.

b. Upon City notification to Contractor in the event of a debris-generating disaster event (Notice to Proceed), Contractor will identify and assign Contractor's Project Manager. Contractor must be prepared to deploy debris monitors to pre-designated loading and disposal sites within 24 hours from the notice to proceed. The Contractor will scale its staffing from this point depending on the severity of the debris-managing event. Contractor must be able to timely and adequately staff sufficient personnel and equipment to meet the needs of the City debris removal effort. The work shall begin on notice to proceed and continue for 60 days, unless extended by the City with 10 days written notice.

c. The Contractor shall provide all debris monitors with appropriate personal protective equipment to include, but not be limited to eye protection, hearing protection, safety shoes, safety vests, hard hats, and wet and cold weather clothing to comply with all federal, state, and local requirements.

d. The Contractor will provide debris monitors with the means to communicate (cell phone, satellite phone, radio, etc.) with their supervisor and appropriate city personnel. Contractor supervision is responsible for resolving issues with truck drivers, and other Contractor personnel. City has the discretion to require Contractor to remove and replace any monitor.

e. The Contractor will provide its own temporary office space and temporary sanitary facilities as necessary.

f. The Contractor shall carefully document all debris removal activities using the documentation methods set out in these bid specifications and those required under AEMA and FEMA guidelines and regulations. Additionally, where applicable, the monitoring services Contractor shall communicate with FEMA to ensure the documentation being used satisfies FEMA verification requirements. Contractor is expected to liberally use tagged photographic documentation to verify and record the eligibility of leaning and hanging debris. Proposals must demonstrate the Contractor's ability to properly document all activities as required herein.

g. When monitoring tree pruning and removal efforts, Contractor will be familiar with ANSI A300 tree care standards and be prepared to consult with City and debris removal contractors to observe, report, and promote healthy tree recovery.

2. **PRE-EVENT REQUIREMENTS**.
Contractor will provide assistance in preparation for disasters through participation in meetings and workshops and the establishment of data management and other integrated systems. Contractor will, at no cost to the City:

a. Provide City full-time personnel with a half-day debris management training session. Training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.

b. Provide a list of key personnel and subcontractors that may be involved in the disaster debris monitoring activities to include facsimile, cell phone numbers, and e-mail addresses.

c. Participate in annual workshops or planning meetings with City representatives and debris hauling and disposal contractor(s) to establish/review applicable policies and procedures.

3. **POST-EVENT- GENERAL REQUIREMENTS**.
Contractor will assist with load inspections for storm debris cleanup being performed by one or more debris hauling and disposal contractors or City employees. Contractor shall supply sufficient number of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites. Contractor shall supply one field supervisor to oversee no more than 10 loading and tower/site debris monitors. Contractor shall remove and replace employees immediately upon notice from the City for conduct or actions not in keeping with this contract. For purposes of proposal pricing,

the City plan provides for Contractor staffing in the following specific position areas, but the City recognizes Contractor may suggest other positions.
a. Project Manager
b. Field Monitor Supervisors
c. Field Monitors – Loading Site & Roving, Tower & Disposal Site
d. Clerical Supervisors or Data &Technical Managers
e. Clerical Staff & Data Entry Clerks

4. **POST-EVENT - STAFFING POSITIONS**.
a. **PROJECT MANAGER**. The monitoring services Contractor shall have a project manager assigned to the City at the time of contract activation and shall provide the City with adequate contact information regarding this person at its initial response to the Notice to Proceed. The Contractor must show that Contractor will be able to assign a project manager to the City at the time of responding to a Notice to Proceed and that said project manager will be able to perform all duties set out herein. The project manager shall be someone with authority to handle all issues which arise throughout the project period. The manager shall be knowledgeable and experienced in handling issues with debris removal activities and/or AEMA, FEMA, and FHWA related issues. Additionally, the project manager shall perform, at a minimum, each of the following duties:

(1) meet with designated personnel from the City immediately upon receipt of the Notice to Proceed to discuss the scope of services expected as authorized under the monitoring services contract,

(2) remain on site during all work hours throughout the length of the project,

(3) schedule and coordinate daily monitoring services with both the debris removal contractor and designated City personnel and provide planning for future operations pertinent to the specific event requiring the debris removal activities,

(4) provide documents and estimates to assist the City in planning and executing the debris removal activities,

(5) attend and participate in meetings and press conferences with designated City personnel as determined necessary by the City,

(6) oversee and supervise all activities of the monitoring services contractor, including field workers, throughout the project,

(7) regularly communicate with designated City staff to keep the City informed of all aspects of both the debris removal activities and monitoring activities,

(8) provide input to the City to improve efficiency of collection and removal of debris,

(9) identify, address and troubleshoot potential problems and questions that could impact all elements of the debris removal and disposal process, including but not limited to work area safety and the eligibility of reimbursement for removal of certain types of debris.

b. **FIELD MONITOR SUPERVISORS**. Contractor will provide one debris monitoring field supervisor for no more than 10 debris loading site debris monitors. Services include, but are not limited to:

(1) Overseeing and supervising loading site and disposal site debris monitoring activities.

(2) Scheduling debris monitoring resources and deployment timing.

(3) Communicating and coordinating with City/County personnel.

(4) Providing suggestions to improve the efficiency of collection and removal of debris.

(5) Coordinating daily activities and future planning.

(6) Remaining in contact with debris management/dispatch center or supervisor.

(7) Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.

(8) Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY.)

(9) Documenting and recording measurements and computations.

(10) Documenting truck hauling compartment condition using digital photographs.

(11) Ensuring all truck certifications are complete and available to all parties.

c. **DEBRIS MONITORS.**
Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. Services include, but are not limited to:

(1) Debris Loading Site & Roving Monitors

Consultant will perform on-site, street-level debris monitoring at all contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel at designated loading sites to check and verify information on debris removal operations.
(b) Monitoring collection activity of trucks.

(c) Issuing load tickets at loading site for each load.
(d) Checking the area for safety considerations such as downed power lines and children playing in area, and ensuring that traffic control needs are met, and trucks and equipment are operated safely. Notify supervisors of concerns regarding the safe operation of trucks and equipment.
(e) Ensuring that Freon-containing appliances are sorted and ready for Freon removal on-site or separating transport for Freon removal before final disposal.
(f) Performing a pre-work inspection of areas to identify potential problems such as covered utility meters, transformers, fire hydrants, mailboxes, etc. to mitigate damage from loading equipment.
(g) Documenting damage to utility components, driveways, road surfaces, private property, vehicles, etc., should it occur, with photographs (if possible, collect information about owner, circumstances of the damage [who, what, when, where] and report to field supervisor).
(h) Ensuring the work area is clear of debris to the specified level before equipment is moved to a new loading area. Notify supervisor/manager of any concerns regarding inadequate debris clearance.
(i) Properly monitoring and recording performance and productivity of debris removal crew.
(j) Remaining in regular contact with debris management/dispatch center or supervisor.
(k) Ensuring that loads are contained properly before leaving the loading area.
(l) Ensuring that only eligible debris is collected for loading and hauling.
(m) Ensuring that only debris from approved public areas is loaded for removal.
(n) Performing other duties from time to time as directed by the debris management project manager or designated debris management personnel.

(2) Debris Tower & Disposal Site Monitors

Consultant will provide debris tower and site monitors to verify estimated quantities of eligible debris hauled by contractor trucks and documented on load tickets. Services include, but are not limited to:

(a) Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all contractor trucks and trailers prior to commencement of debris hauling operations.
(b) Documenting measurements and computations.
(c) Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
(d) Initialing/validating each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
(e) Remaining in regular contact with debris management/dispatch center or field supervisor.
(f) Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.

d. **CLERICAL SUPERVISORS & DATA-TECHNICAL MANAGERS**

Consultant will provide a clerical/data entry supervisor to coordinate data entry and information management or manage GIS or other data systems. Services may include, but are not limited to:

(1) Supervising the preparation of detailed estimates and submitting them to the City debris manager.

(2) Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.

(3) Providing daily, weekly, or other periodic reports for the City debris manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

e. **CLERICAL STAFF & DATA ENTRY CLERKS**

Consultant will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

5. DOCUMENTATION REQUIREMENTS:

a. Contractor's primary responsibility will be to fully account for debris removal costs with a load-ticket process that provides a comprehensive information and documentation trail for FEMA Public Assistance program reimbursement. Contractor is to provide, implement, maintain, and use Automated Debris Management System technology, with data generated clearly displaying loading monitor and tower/site monitor names, load times, and locations so that an individual's daily activities can be easily reviewed. Contractor's monitors should use tower-monitoring logs, roving monitor reports, daily issue logs, and truck certification forms as part of their reporting process. Observations and reports must be backed up with digital photographs and video as necessary.

b. Contractor's work and documentation must reflect the latest FEMA guidance, including the most recent version of FEMA's Public Assistance Debris Monitoring Guide.

c. Contractor invoices must fully document work performed, including the use of any subcontractors and good-faith efforts to employ DBEs, in a mutually agreed upon format and timing.

6. SAFETY:

a. Contractor will develop, implement, and provide City a safety plan for its work. All Contractor personnel must wear required safety equipment whenever on a debris management site. The following are mandatory: hard hat, reflective vest, safety shoes, long pants, appropriate cold and rainy weather clothing, eye and hearing protection.

b. The contractor will maintain a telephonic contact list at each loading site and debris management site of the Contractor's supervisor, City, nearest fire, police, and emergency medical facilities.

c. The Contractor will ensure that Contractor's personnel adhere to all debris management site safety requirements.

7. **OTHER CONSIDERATIONS:**

a. The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

b. The Contractor must be duly licensed in accordance with federal, state, and local statutory and regulatory requirements to perform the work. The contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits and/or licenses shall be submitted to the City before commencing work.

c. The Contractor shall be responsible for correcting any notices of violations issued as a result of Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

d. The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to Contractor's activities. Such costs might include, but are not limited to: site cleanup and remediation; fines, administrative and civil penalties; and third party claims imposed on the City by any regulatory agency or by any third party as a result of noncompliance with federal, state, or local environmental laws and regulations or nuisance statutes by Contractor, its subcontractor, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

e. The Contractor must attend all meetings required by the City to evaluate performance of all monitors or to discuss any open contract issues.

f. The Contractor must provide sufficient personnel and management to assure the policies and procedures of work meet the requirements and intent of this contract.

g. The Contractor shall adhere to the requirements of the Stafford Act.

h. The Contractor will cooperate with and provide responsive records to any audit or investigation related to Contractor's debris monitoring and consulting work for the City.

SECTION D. EVALUATION CRITERIA:

Each proposal submitted shall be evaluated and ranked by an evaluation committee, per the evaluation criteria listed below:

Criteria	**Weight**
Experience and Resources of the Firm	**30**
• Corporate history and resources.	
• Experience and prior performance in relevant business areas, especially storm debris removal.	
• Firm capacity to respond to multiple simultaneous contract commitments.	
• Experience with FEMA programs, funding issues, and compliance resolution.	
• Prior performance on contracts for similar scope and size.	
Project Management Team Credentials	**20**
• Assurance of dedicated project team.	
• Education, professional licenses, relevant experience of key team members.	
• Use of Disadvantaged Business Enterprises (DBEs)	
Plan to Provide Services Required	**30**
• Your mobilization and deployment plan, to include your affiliation with and use of DBE subcontractors and persons.	
• Pre-event engagement you will provide.	
• Tools and processes that will be used to efficiently and effectively monitor debris removal contractors, to include especially compliance with FEMA requirements.	
• Features of the technology you will use.	
• How you will support City's FEMA documentation and cost-recovery processes.	
Price	**20**
• Consistency with Market Pricing and Comparative with Other Proposals.	
• Cost efficiency tools and processes.	
TOTAL	**100**

SECTION E. SAMPLE AGREEMENT

AGREEMENT

THIS AGREEMENT, made and entered into this_____ day of _____ 2015, by and between the City of Mobile, a political subdivision of the State of Alabama hereinafter referred to as the "City", represented by its Mayor, and _____ Hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for DISASTER DEBRIS MONITORING AND CONSULTING SERVICES; and

WHEREAS, City, after soliciting competitive proposals for such services pursuant to City of Mobile Request for proposal, RFP No. (hereinafter Request for Proposal or RFP), City has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions for the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with DISASTER DEBRIS MONITORING AND CONSULTING SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.
2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.
3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon a Notice to Proceed and continue for a period of three (3) years, unless cancelled or terminated as provided herein.

SAMPLE

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.
5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The City shall have the right to terminate this contract upon receipt of such notice, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represents a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for propose of this Agreement.
6. Cancellation. The City of Mobile reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any terms or conditions specified. Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Mobile.
7. Compensation. As compensation for the Contractor providing services to the City as described herein, the City shall pay the Contractor in arrears, based on the submission of invoices for work done.
8. Permits/License. Contractor must secure and maintain any and all permits and licenses required to complete this contract.
9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after the final payment is made. All records shall be kept in such a way as will permit their inspection.
10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract.

SAMPLE

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions, or claims of any character brought on account of any injuries or damages received or sustained by, any person, persons or property by or from the said Contractor, or by or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements or by or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City. The first ten dollars ($10.00) of compensation received by the contractor represents specific consideration for his indemnification obligation.
12. Governing Law. The laws of the State of Alabama shall govern this Agreement.
13. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.
14. Civil Rights. 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.
15. Compliance with Alabama Immigration Law. By signing this Agreement, the contracting parties affirm, for the duration of this 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 this Agreement and shall be responsible for all damages resulting therefrom.

SAMPLE

16. Boycotts. 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.

17. Additional Federal Clauses:

A. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

B. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

C. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This contract is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the contract for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the contractor furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the contractor in default of its obligation under the bid award:

(i) the contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the contractor;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

SAMPLE

(iii) the contractor fails to make substantial and timely progress toward performance of the bid requirements;

(iv) the contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the contractor terminates or suspends its business; or the City reasonably believes that the contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the contractor; the City shall provide written notice to the contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting contractor, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the contractor. Following termination upon notice, the contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the contractor for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the contractor's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the contractor shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of

SAMPLE

notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the contractor under the bid award;

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) 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

(b) During the performance of this contract, the contractor agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about,

SAMPLE

discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. ENERGY POLICY AND CONSERVATION ACT STATEMENT

SAMPLE

Contractor will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

F. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over $100k)

Contractor will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)) Clean Air and Water Certification. Bidder certifies that none of the facilities it uses to produce goods provided under the Contract are on the Environmental Protection Authority (EPA) List of Violating Facilities. Contractor will immediately notify the City of the receipt of any communication indicating that any of contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.

G. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family, partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

H. ANTI-LOBBYING CERTIFICATION (For bid awards over $100,000).

(a). 2 CFR 200 – Appendix II, "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards" is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

(i) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf 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;

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or

SAMPLE

her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

I. PROHIBITION REGARDING COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

SAMPLE

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing— (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28 (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

SAMPLE

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

J. U. S. DOMESTIC PREFERENCE

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials "produced in the United States." This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and for manufactured products, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

18. Documents Comprising Contract. The Contract shall include this Agreement for DISASTER DEBRIS MONITORING CONSULTING SERVICES, as well as the following documents, which are incorporated herein by reference:
    a. The City of Mobile's Request for Proposal and all of its addend and attachments issued on _____, 2022; and
    b. Contractor's Certificate of Insurance required in Section C of the Request for Proposal; and
    c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: The terms of this Agreement shall prevail over the other documents and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for DISASTER DEBRIS MINITORING AND CONSULTING SERVICES pursuant to RFP No. as of the day and year first written above.

SAMPLE

EXHIBIT A

PROPOSAL SUBMISSION DOCUMENTS

INSTRUCTIONS FOR SUBMITTING PROPOSALS

All proposals shall be signed in ink by an authorized principal of the firm.
Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and the title of the proposal.
Proposals are to be submitted to: City of Mobile, Procurement Department, Room 405S, 4th Floor, South Tower, 205 Government Street, Mobile, AL 36644 by 4:00 P.M November 17,2022.
Proposers shall submit one (1) original and one electronic copy.
Proposers my use these forms or may generate a similar document with the required information.

SIGNATURE PAGE

Vendor Name: _____

Vendor Address: _____

_____

_____

Phone: _____

Main POC/Title for RFP_____

Email Address _____

I hereby agree to abide by all conditions of this Request for Proposal and certify that I am authorized to sign this proposal for the proposer.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

Do you take any exceptions or wish to state any clarifications to the terms of this RFP?

Yes_____ No_____

If "Yes," please attach a separate page indicating those exceptions or clarifications.

VENDOR REFERENCES. Please provide the below background information and contact information (an employee at the government agency you supported) for at least 4 customers for whom you have previously performed similar contract services.

Your Company Name:_____

1. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

2. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

3. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

4. _____
Government Entity You Supported

_____
Point of Contact (Name, Title, Email & Phone)

_____
Name of Disaster Event / Dates

FEE SCHEDULE FORM:

Please provide fee rates at which you intend to bill the City. These rates are to be inclusive of all costs, to include equipment. If there is a category or position for which you would intend to bill the City other than those listed, please use additional space or another form to indicate the applicable unit rate(s). These are expected Year 1 rates. Please indicate inflation factors, if any, desired for Year 2 _____ and Year 3 _____.

Item	Description	Volume	Unit of Issue	Unit Price	Overtime Hourly Rate
1	Project Manager	Each	Standard hourly rate		
2	Debris Monitor Supervisor	Each	Standard hourly rate		
3	Debris Monitors	Each	Standard hourly rate		
4	Clerical Supervision/ Data Manager	Each	Standard hourly rate		
5	Clerical Staff & Data Entry	Each	Standard hourly rate		
6	Other Direct Costs				
7	Mileage		Per mile		N/A
	• All labor rates are to be fully burdened to include all per-diem, taxes, benefits, handling charges, overhead, and profits • Mileage: an all-inclusive mileage rate is to be used which will cover fuel-maintenance, repairs, insurance, etc. No additional charges are to be billed. • Mileage Price may be adjusted up or down if the actual prevailing price per gallon of gas differs at the time service is provided. The parties will agree on the current prevailing price per gallon as soon as possible after the contractor issued notice to proceed for a specific event.				

COMPANY NAME:

_____

ADDITIONAL NARRATIVE DOCUMENTS:

Experience Narrative to Include:
Company background,
Company resources,
Brief highlights of representative previous responses, including force laydown, performance results, challenges overcome, FEMA claims and your use of DBE subcontractors and persons.

Project Management Team:
Names and brief resumes of key persons that will support this project.
Any DBE subcontractors you propose to include on your team.

Project Plan Narrative – Please describe:
How you intend to perform the work to include any technology or best practices you will employ, and algorithm that will determine your staffing.
How you would work with the City to plan and prepare for mobilization.
How you will staff your team, including how you will recruit, assign, and oversee subcontractors and employees.
How you ensure debris removal firm complies with FEMA requirements.
How you will support the City's claims process with FEMA.

Please attempt to be concise in the narrative documents.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Nick Amberger, Engineering Dept. and Carleen Stout-Clark, Real Estate Dept.

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

Accept permanent sidewalk easement as needed for the 2023 City Wide Sidewalk Repair and Maintenance Project no. 2023-3005-01, owner donation, no City funds required.

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
Resolution	Resolution Letter	2/16/2023
Permanent Sidewalk easement	Exhibit	2/16/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Boatwright, Cassie	Approved	2/17/2023 - 10:08 AM
Legal	Kern, Chris	Approved	2/22/2023 - 11:08 AM
Mayors Office	Montgomery, Brandi	Approved	2/23/2023 - 3:06 PM

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a Sidewalk Easement from Board of School Commissioners of Mobile County, on property located in front of Orchard Elementary School for the 2023 City Wide Sidewalk Repair & Maintenance Project No. 2023-3005-01.

Adopted:

_____

City Clerk

PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Board of School Commissioners of Mobile County**, the Grantor of the County and State aforesaid, in and for the consideration of $10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, for the 2023 City Wide Sidewalk Repair & Maintenance Project No. 2023-3005-01, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto.
As shown on "Exhibit B" attached hereto.

All work will be done in and orderly manner

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk.

"EXHIBIT A"

Commencing at the Northeast Section 5,Township 4 South, Range 2 West, thence continue along the East line of Section 5,Township 4 South, Range 2 West; S0°16'26"E a distance of 3040.14 to a point on the east line of Section 5,Township 4 South, Range 2 West, also being the west lot line of lot 37, Highland Garden and Orchard Subdivision recorded in Deed Book 149 Page 192 of the Probate Court Records, Mobile County, Alabama; said point also being the POINT OF BEGINNING of a sidewalk easement; thence S0°16'26"E a distance of 20 feet more or less along the east line of Section 5,Township 4 South, Range 2 West, to a point on the North right of way line of Howell's Ferry Road (80' R/W); thence continue along said North right-of-way line of Howell's Ferry Road S80°43'34"W 668.26 feet more or less to a point on the North right-of-way line of Howell's Ferry Road, thence continue N00°16'26"W 20 feet more or less to a point; thence continue N80°43'34" E 668.26 feet more or less, to a point on the East line of Section 5,Township 4 South, Range 2 West, and the POINT OF BEGINNING and containing 0.30 Acres more or less. (13,365.20 sq. ft.).

IN WITNESS WHEREOF, the grantor has caused these presents to be executed on this 1 day of January, 2023.

Board of School Commissioners of Mobile County

By: _____
Chresal D. Threadgill

Its: Superintendent of Education

STATE OF ALAMABA)
COUNTY OF MOBILE)

I, the undersigned, a Notary Public, in and for said County in said State, do hereby certify that Chresal D. Threadgill, whose name as Superintendent of Education of the Board of School Commissioners of Mobile County, signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer/representative and with full authority, executed the same voluntarily for and as the act of said Board of School Commissioners of Mobile County, on the day the same bears date.

Given under my hand and official seal this the 31st day of January, 2023.

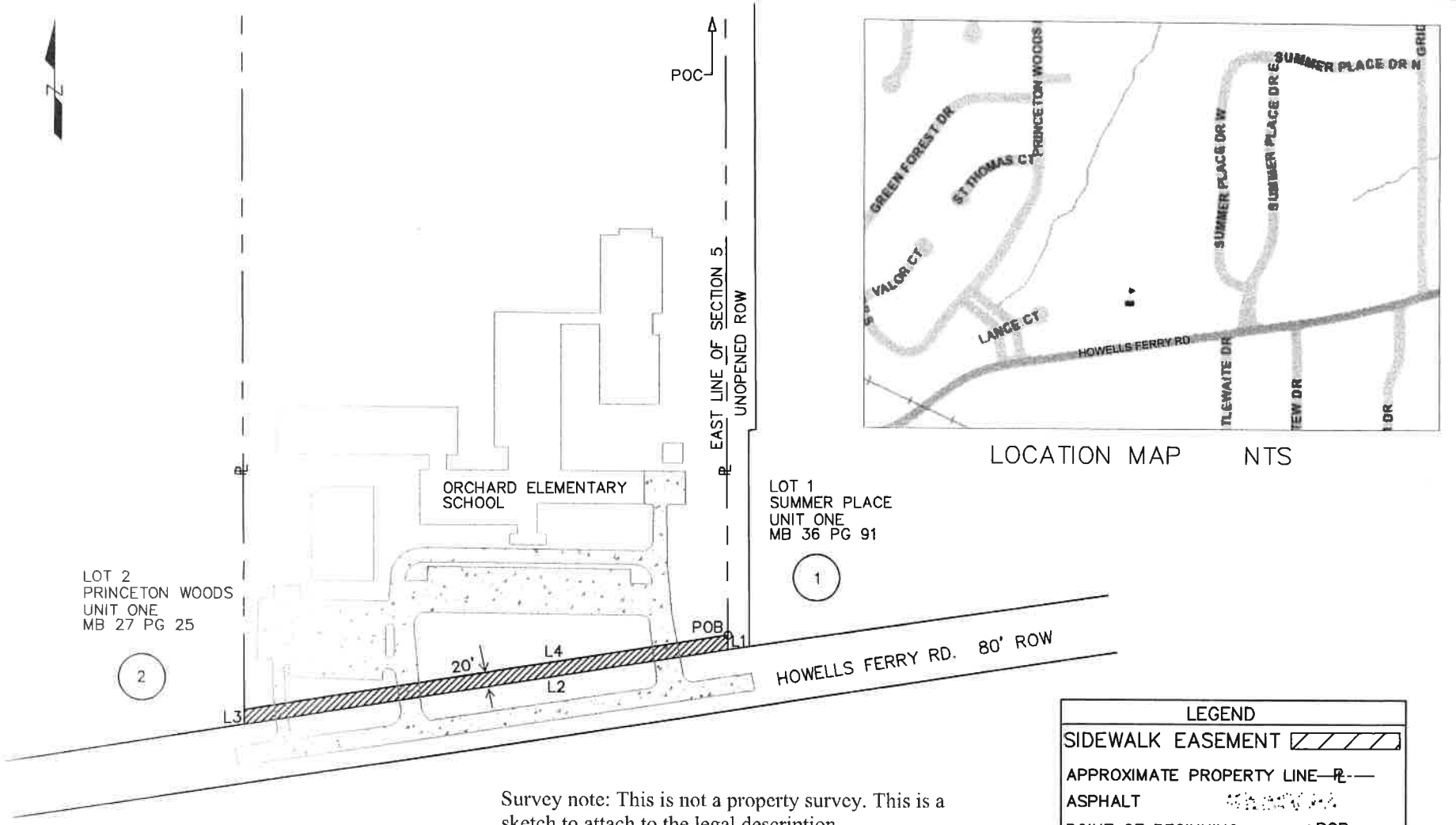
CYNTHIA A. CRUSE-JAMES MY COMMISSION EXPIRES NOVEMBER 6, 2024 NOTARY PUBLIC STATE OF ALABAMA

Cynthia A. Cruse-James

This instrument prepared by:
City of Mobile
Real Estate Department
P. O. Box 1827
Mobile, Alabama 3633

Grantee:
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama

Grantor:
Board of School Commissioners
1 Magnum Pass
Mobile, AL 36618



Survey note: This is not a property survey. This is a sketch to attach to the legal description.

LEGEND	
SIDEWALK EASEMENT	
APPROXIMATE PROPERTY LINE	℄
ASPHALT	
POINT OF BEGINNING	○POB
POINT OF COMENCEMENT	○POC

SIDEWALK EASEMENT		
LINE	BEARING	DISTANCE
L1	S00°16'26"E	20.00'
L2	S80°43'34"W	668.26'
L3	N00°16'26"W	20.00'
L4	N80°43'34"E	668.26'
AREA = 0.30 ACRES		

HORIZONTAL SCALE: 1" = 200'

CITY OF MOBILE
ENGINEERING DEPT
205 Government St. Phone 251-208-6216.
Mobile Alabama 36644 Fax 251-208-7398

PROJECT:

ORCHARD ELEMENTARY SCHOOL

SIDEWALK EASEMENT

C.O.M. #2023-3005-01

DATE: JANUARY 2, 2022 | DRAWN BY: ACM

"EXHIBIT B"

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	2/22/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	2/22/2023 - 1:36 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 Ten65, 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 February 28, 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 Ten65 Transportation, 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, Quentin D. Agee individually or on behalf of Ten65 Transportation, 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:

Quentin D. Agee

Business Addres

Telephone: 251 895 0602 Trade Name Ten65 Transportation, LLC

Business Information

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

Birthdate: SSN:

Residence Address:

1900 Rachael Court	mobile	AL	36695
Address	City	State	Zip code

Telephone Number: 251 895 0602 Driver's License #:

Residing in Mobile County: Years: 35 Months:

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)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Quentin Agee	Tenos Transportation, LLC	1900 Rachael Ct - Mobile, AL 36695	100%

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? Any + All

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: GMC	Year: 2020	Model: Sierra
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.

Quentin D. Agee
Applicant's Signature

NAME OF ENTITY:

Tamecca S. Bell

By: _____
Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 27th **DAY OF** January, **20** 23

Tamecca S. Bell
Notary Public

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Quentin Dionysos Agee

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'8"

Weight: 180

Hair Color: B

Eye Color: B

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.

Quentin D. Agee
Signature

01/27/2023
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: Quentin Dionysos Agee

Date of Birth: _____ Security #: _____

Present Address 5

Home Phone Number: 251 895 0602 Work Phone Number: _____

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

Present Employer and Address: State of Alabama - 739 N. University Blvd - Mobile, AL 36608

Present Position/Title: Disability Specialist

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.

Quentin D. Agee
Signature

01/27/2023
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name:	AGEE, QUENTIN DIONYSOS		
Address:		**Nick Name:**	
Phone:	251-895-0602		
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	35
Weight:	165	**Eyes:**	BROWN
Height:	5'08"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: AL	**DL #:** [illegible]	**DL Type:**	**SSN:** ___-__-____
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

THE CITY OF MOBILE, ALABAMA
With Respect for Everyone
POLICE DEPARTMENT

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
NO RECORD
CHECKED BY: [signature]
DATE: 1/27/23

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Sponsored by:

Councilmember Daves

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	1/26/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/26/2023 - 1:55 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance 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 amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1459 Montlimar Court
(east side of Montlimar Court, 477' ± north of Cottage Hill Road)

Pursuant to Resolution of the Mobile, Alabama City Council adopted **January 31, 2023**, a public hearing will be held on the **7th day of March, 2023**, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1459 Montlimar Court (east side of Montlimar Court, 477' ± north of Cottage Hill Road) from B-2, Neighborhood Business District, and B-3, ommunity Business District, to B-3, Community Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1,

ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-3, Community Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-3, Community Business District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

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

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 7th day of March, 2023, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 2nd day of February, 2023 in the Lagniappe.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

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

AN ORDINANCE 2023

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.80' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District,**

and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-3, Community Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-3, Community Business District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

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

Adopted:

_____

Lisa Lambert, City Clerk

Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
1459 Montlimar Court
East side of Montlimar Court, 477'± North of Cottage Hill Road
Council District 5
Joel Daves

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

January 26, 2023
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of January 5, 2023 considered the request of **Carol Joann Harder Trust (Carol Lloyd Harder, Agent)** for a change in zoning from **B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District** for the property located at **1459 Montlimar Court** (East side of Montlimar Court, 477'± North of Cottage Hill Road).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

January 9, 2023

Mark Wattier
Wattier Surveying
4321 Downtowner Loop North
Unit 201
Mobile, Alabama 36609

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

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

At its meeting on January 5, 2023, the Planning Commission considered the above referenced Subdivision application.

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

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

The approval should be subject to the following conditions:

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

The advertising fee for this application based on the current legal description is $331.80. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: _____
Margaret Pappas
Deputy Director of Planning and Zoning

HEATHER HAND
2040 BRADSHIRE DR.
MOBILE, AL 36695

1061
61-118/620
1261

1/20/23
Date

Pay to the Order of City of Mobile $ 331 80/100

Three hundred thirty three dollars & 80/100 Dollars

Photo Safe Deposit® Details on back

BBVA Compass Compass Bank Birmingham, AL

For 1459 Montlimar Ct SUB 002318-2022 CARDI Harder TRUST Heather Hand

⑆062001186⑆ 674257162711⑈ 1061

Harland Clarke

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.** to consider your above referenced application.

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

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

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

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

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

MOBILE CITY PLANNING COMMISSION
December 16, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1459 Montlimar Court**
(East side of Montlimar Court, 477'± North of Cottage Hill Road).
Council District 5
ZON-002318-2022 (Rezoning)
Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
Rezoning from B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, January 5, 2023, at 2:00 p.m.,** to consider the above referenced application.

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

The proposed zoning district is Rezoning from, B-2, Neighborhood Business District, and B-3, Community Business District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

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

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

Planning & Zoning/City of Mobile
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Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, January 4, 2023,** to allow adequate time for the Commission members to review the information.

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

'22DEC7 2:34PM

City of Mobile · Planning & Zoning

Planning Commission Application

ZON-002318-2022

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ Zoning Change	☐ Planning Approval	☐ Planned Unit Development
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Name _____ Email _____

Full Address (Street, City, State, Zip) _____ Phone _____

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Carol Joann Harder Trust

Name _____ Name (other owners, optional) _____

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

1459 Montlimar Court; Mobile, AL 36609 — Property Address

R02-28-07-36-1-000-003.01 — Parcel Number

0.41 acre — Property Area (acres or square feet)

B-2 & B-3 — Present Zoning

B-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ☐ **YES** ■ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

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

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Carol Lloyd Harder — Applicant Signature

Dec 2, '22 — Date

ZON-002318-2022

Application Submission
Contact Information

Name of Project Harder Subdivision

Address 1459 Monlimar Court; Mobile, AL 36609

Owner Carol Joanne Harder Trust dated July 27, 2001

Address 2040 Bradshire Drive; Mobile, AL Zip Code 36695

Phone 707-508-6230 Fax _____ Email heatherlloydhand@gmail.com

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer Wattier Surveying, Inc.

Address 4318 Downtowner Loop North; Suite H; Mobile, AL Zip Code 36609

Phone 251-342-2640 Fax _____ Email mark@wattiersurveying.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

_____

Signature Print

_____ _____

Date Affiliation to project/Organization

ZON-002318-2022

Narrative to Accompany Zoning Change Request
1459 Montlimar Court

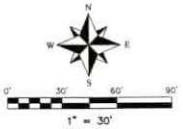
The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.

Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

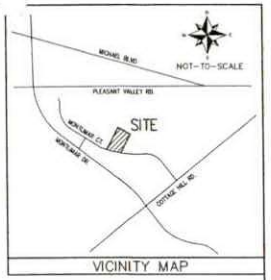
LDN-004619-2024





LEGEND

(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
CRF	CAPPED REBAR FOUND (BSI)
CTF	CRIMP TOP PIPE FOUND
CMF	3"x3" CONCRETE MONUMENT FOUND
CRS	CAPPED REBAR SET
MBS	MINIMUM BUILDING SETBACK LINE
UP	UTILITY POLE W/ANCHOR
LP	LIGHT POLE
W	WATER METER
C	COMMUNICATION PEDESTAL
S	SANITARY SEWER MANHOLE
	SANITARY SEWER CLEAN OUT
	HVAC UNIT
OHU	OVERHEAD UTILITIES LINE
OHE	OVERHEAD ELECTRIC LINE
OHC	OVERHEAD COMMUNICATION LINE
	CHAIN LINK FENCE



ACCEPTANCE OF OWNER

CAROL JOANNE HARDER TRUST DATED JULY 27, 2001

CAROL JOANNE HARDER – TRUSTEE

STATE OF ALABAMA
COUNTY OF MOBILE

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT CAROL JOANNE HARDER, WHOSE NAME AS TRUSTEE OF THE CAROL JOANNE HARDER TRUST, THE OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, SHE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

APPROVALS

MOBILE CITY PLANNING COMMISSION

SECRETARY DATE

MOBILE CITY ENGINEERING DEPARTMENT

CITY ENGINEER DATE

MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT

TRAFFIC ENGINEER DATE

LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

THE SOUTHWESTERLY PORTION OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS PER PLAT THEREOF RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS

BEGINNING AT A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, MONTLIMAR COMMERCIAL PARK, AS RECORDED IN MAP BOOK 18, PAGE 113 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 27°-34'-13" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 180.86' TO A CAPPED REBAR (BSI); THENCE RUN SOUTH 62°-19'-33" EAST A DISTANCE OF 105.56 FEET TO A CAPPED REBAR (BSI) ON THE EAST LINE OF SAID LOT 1; THENCE RUN SOUTH 27°-37'-06" WEST ALONG SAID EAST LINE A DISTANCE OF 150.04 FEET TO A CRIMP TOP PIPE AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE RUN WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 1, ALONG THE NORTH RIGHT-OF-WAY LINE OF MONTLIMAR COURT (60' R/W) AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVING A DELTA 13°-58'-42", A RADIUS OF 451.08 FEET, A CHORD BEARING OF NORTH 78°-35'-40" WEST, AND A CHORD LENGTH OF 109.78 FEET) AN ARC DISTANCE OF 110.05 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PORTION CONTAINS 0.41 ACRES, MORE OR LESS.

CURVE DATA

CURVE	DELTA ANGLE	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1 (R)	-----	451.08'	79.26'	S69°42'30"E	79.16'
C1 (A)	10°04'18"	451.08'	79.29'	S68°34'11"E	79.19'
C2 (R)	-----	451.08'	110.00'	-----	-----
C2 (A)	13°58'42"	451.08'	110.05'	N78°35'40"W	109.78'
C3 (R)	-----	451.08'	7.56'	-----	-----
C3 (A)	0°59'02"	451.08'	7.75'	S86°04'33"E	7.75'

NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0542 L, DATED 06/05/20, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. DISTANCES SHOWN HEREON ARE STATE PLANE COORDINATE GRID DISTANCES. DIVIDE GRID DISTANCE BY SCALE FACTOR OF 0.99997847 TO DETERMINE GROUND DISTANCE.
4. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODETIC NORTH IS -00° 19' 19" AT N 240612.655, E 1770016.550.

SURVEYOR CERTIFICATION

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

HARDER SUBDIVISION

SECTION 36, T-4-S, R-2-W
MOBILE COUNTY, ALABAMA

DECEMBER 1, 2022

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4310 Dauphinwar Loop N., Suite H
Mobile, Alabama 36609
251-343-2640

SUB-002316-2022

LD NO. 22-1104, COMP FILE 3878, DWG NO. 45-2W-36-04

HARDER, CAROL JOANNE, TRUSTEE
CAROL JOANNE HARDER TRUST
2040 BRADSHIRE DRIVE
MOBILE, AL 36695

UNITED RENTALS REALTY LLC
C/O FISCHER & CO-URI LEASE ADMIN
GALLERIA NORTH TOWER II
13727 NOEL ROAD, SUITE 900
DALLAS, TX 75240

MAY, WILLIAM
14761 RIVA ROAD
CODEN, AL 36523

BRAUN, KAEN G
1371 MONTLIMAR DRIVE
MOBILE, AL 36609

STATE OF ALABAMA
PO BOX 1588
MOBILE, AL 36601

MOBILE CITY OF
205 GOVERNMENT PLAZA
OFFICE OF CITY CLERK
MOBILE, AL 36644

JANSSEN MARK S
30 JAPONICA AVE
MOBILE, AL 36606

AIRCHILD RONALD R & JOAN F &
ROBERT DARRYL
3718 COTTAGE HILL RD
MOBILE, AL 36609

BONE DARLENE E
7725 A THREE NOTCH RD
MOBILE, AL 36619

REALITY CHURCH
PO BOX 160582
MOBILE, AL 36616

CARWIE PROPERTIES INC
4175 GOVERNMENT BLVD
MOBILE, AL 36693

NEWMAN'S MEDICAL SERVICE INC
3500 COTTAGE HILL RD
MOBILE, AL 36609

BAKER HELEN
29755 SAINT BASIL ST
DAPHNE, AL 36526

Total 13

SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: January 5, 2023

NAME	Carol Joann Harder Trust (Carol Lloyd Harder, Agent)
SUBDIVISION NAME	Harder Subdivision
LOCATION	1459 Montlimar Court (East side of Montlimar Court, 477'± North of Cottage Hill Road).
CITY COUNCIL DISTRICT	District 5
PRESENT ZONING	B-2, Neighborhood Community District and B-3, Community Business District
PROPOSED ZONING	B-3, Community Business District
AREA OF PROPERTY	1 Lot / 0.4± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided

ENGINEERING COMMENTS

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

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale,

bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf.
C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate

Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

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

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

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from one (1) metes-and-bounds parcel; and Rezoning from B-2, Neighborhood Community District and B-3, Community Business District, to B-3, Community Business District.

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

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.
Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

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

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

The site was originally approved as part of Lot 1, Montlimar Commercial Park, which was approved by the Planning Commission in 1966, and recorded in Probate Court. Since that time, the rear half of Lot 1 has been developed in conjunction with Lot 2, to the East. In 1988, a rezoning application was approved to rezone property to the West of the subject site from B-2, Neighborhood Business District to B-3, Community Business District. The legal description associated with this rezoning included a portion of the subject site, thus resulting in a split-zoned property.

The site fronts Montlimar Court, a minor street with curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedications necessary, if approved. The plat indicates the required 25-foot minimum building setback line along Montlimar Court, which should be retained, if approved.

The lot size is labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

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

The applicant submitted the following concerning the Rezoning:

> *The subject property is located on the north side of Montlimar Court, a short distance from the intersection of Montlimar Drive and Cottage Hill Road.*

Parcel No. R02-28-07-36-1-000-003.01
The southwest portion of Lot 1, Montlimar Commercial Subdivision, MB 18, PG 113

This application is being submitted to correct the current split zoning. The western 2/3 of the property is currently zoned B-3 while the eastern 1/3 is zoned B-2. There is no proposed change of use or change of improvements.

The property is bounded to the East by B-2, Neighborhood Business District; to the West by B-3, Community Business District; to the South, across Montlimar Court, by B-1, Buffer Business District and B-3; and to the North, across Montlimar Canal, by I-1, Light Industry District and B-3.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the applicant states, the proposed one-lot Subdivision would result in a split-zoned lot, thus requiring the site to be rezoned. Furthermore, it seems that the 1988 rezoning ordinance contained an error, which resulted in this split-zoning. Therefore, approval of the rezoning request may be appropriate, and in keeping with the area.

RECOMMENDATION

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

1) retention of the existing Montlimar Court right-of-way;
2) retention of the 25-foot minimum building setback line along Montlimar Court;
3) retention of the lot size label in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
1) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A) Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B) Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 24 - #79) LOT A will receive the historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control). The lots will be allowed to add the following amount of impervious area before storm water detention is required: LOT A – 12,500 sf. C) Add a*

note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. D) Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. E) Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F) Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. G) Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H) Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

4) placement of a note on the Final Plat stating the Traffic Engineering comments: (*Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
5) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);
6) compliance with the Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and,
7) completion of the Rezoning process prior signing the Final Plat.

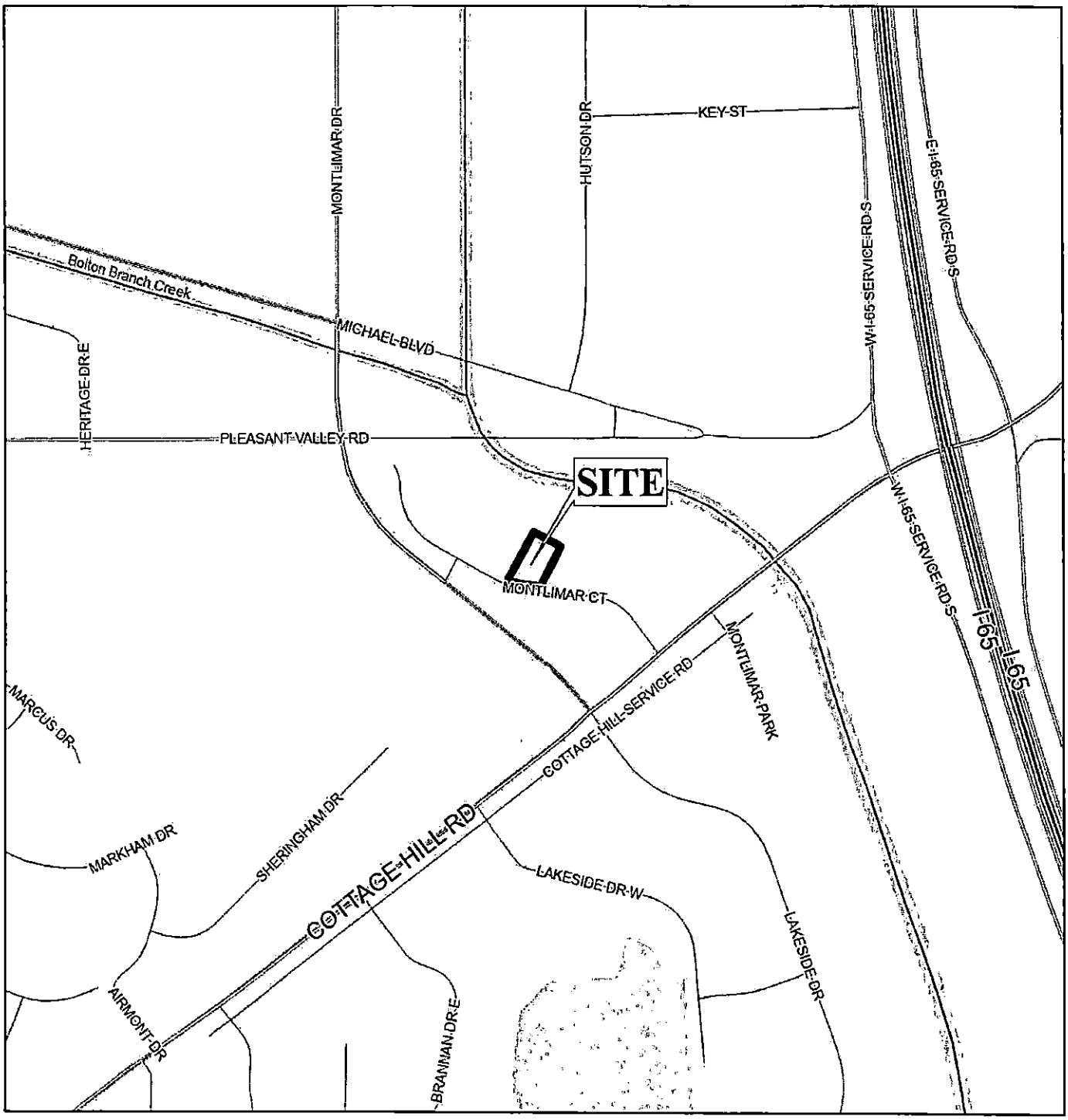
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

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

The approval should be subject to the following conditions:

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

LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

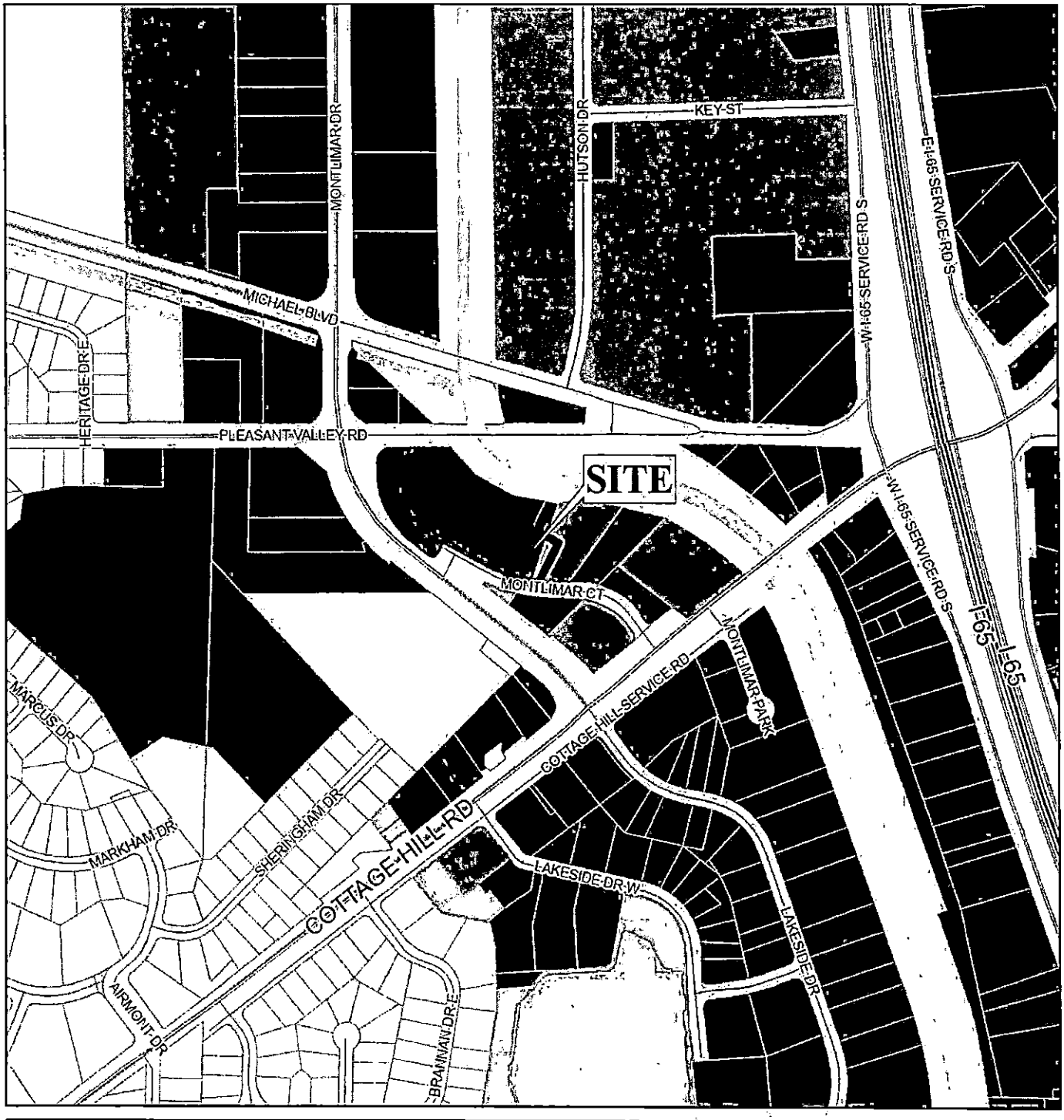
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

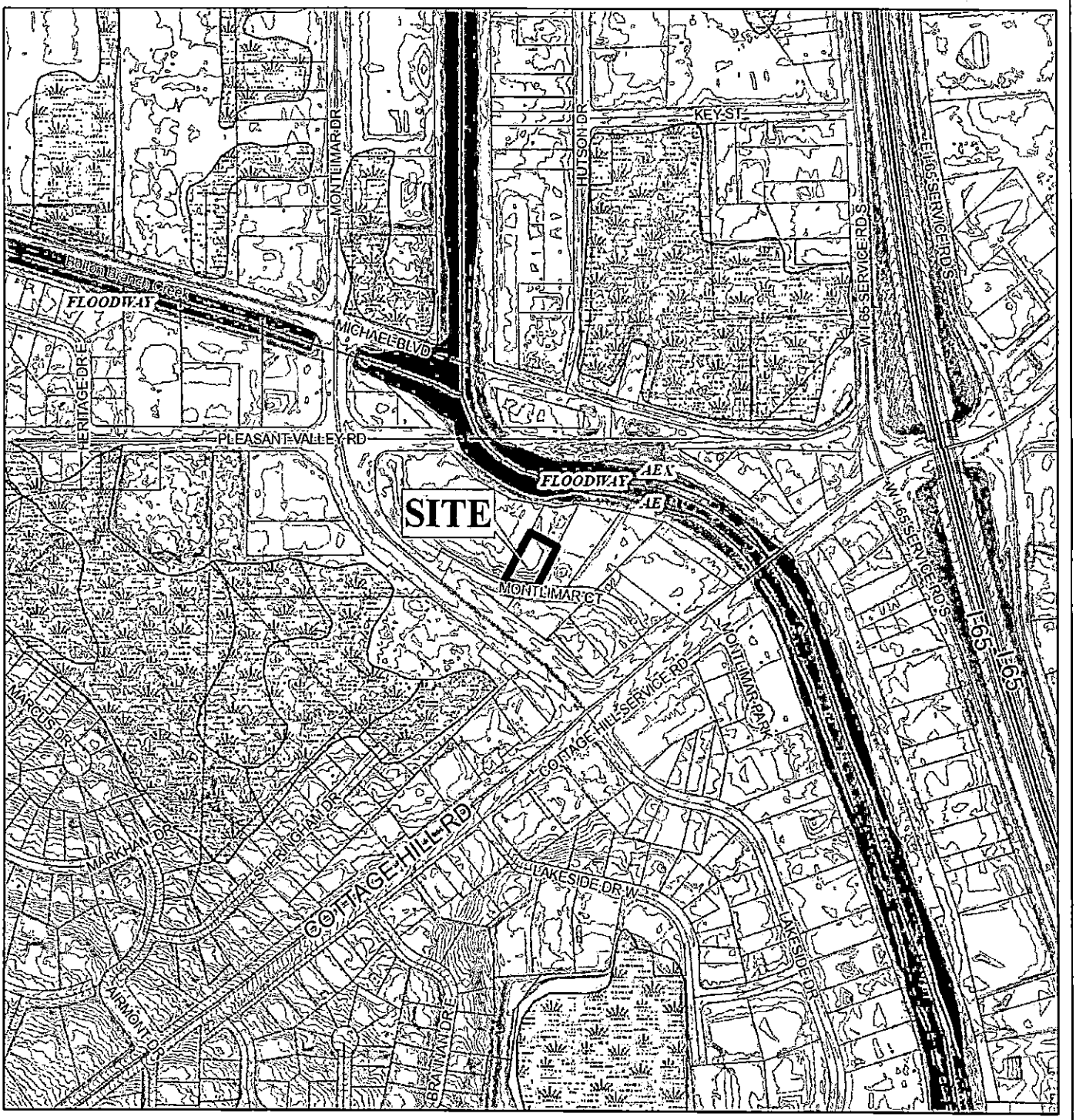
REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

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

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 3 DATE January 5, 2023

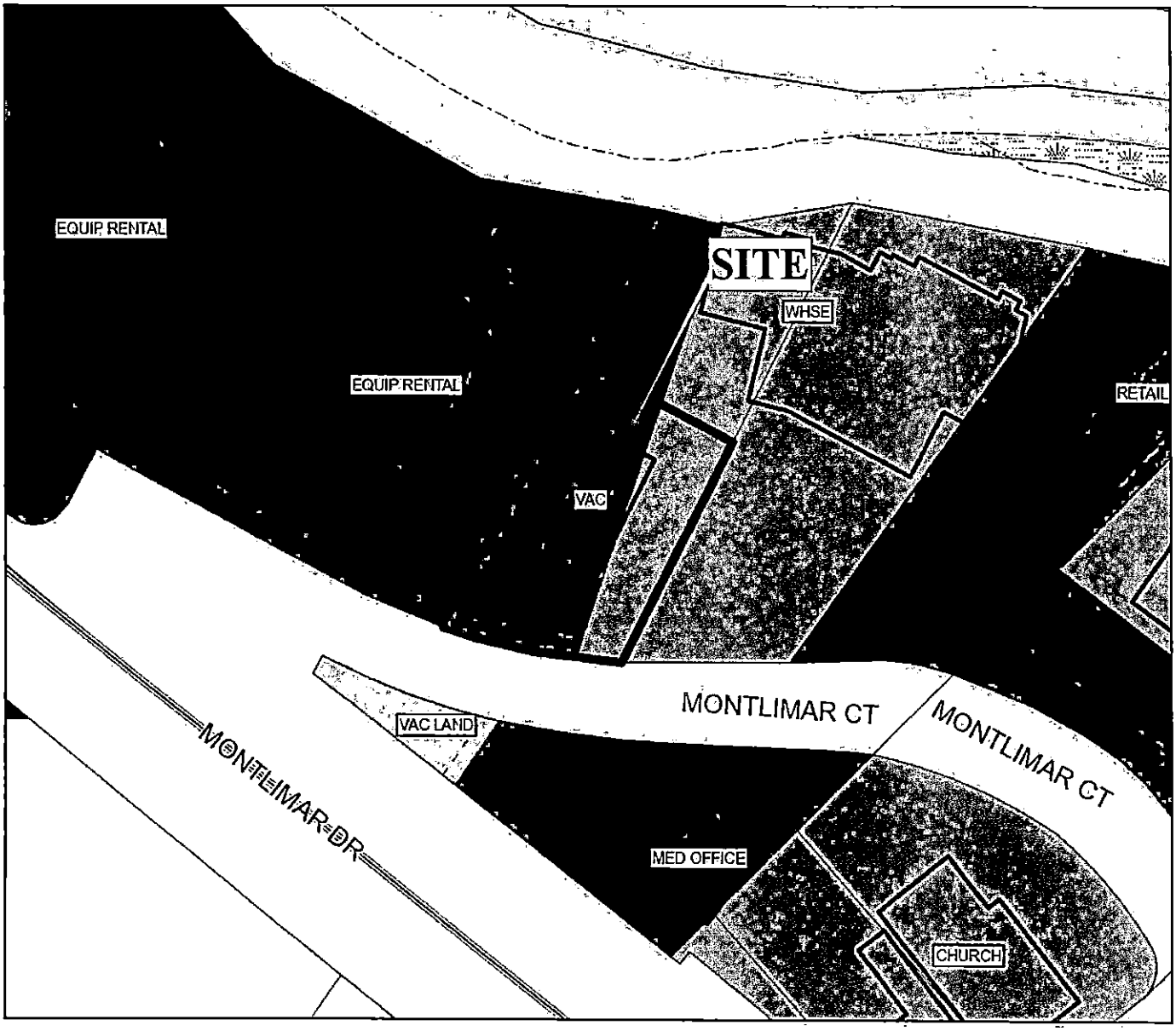
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

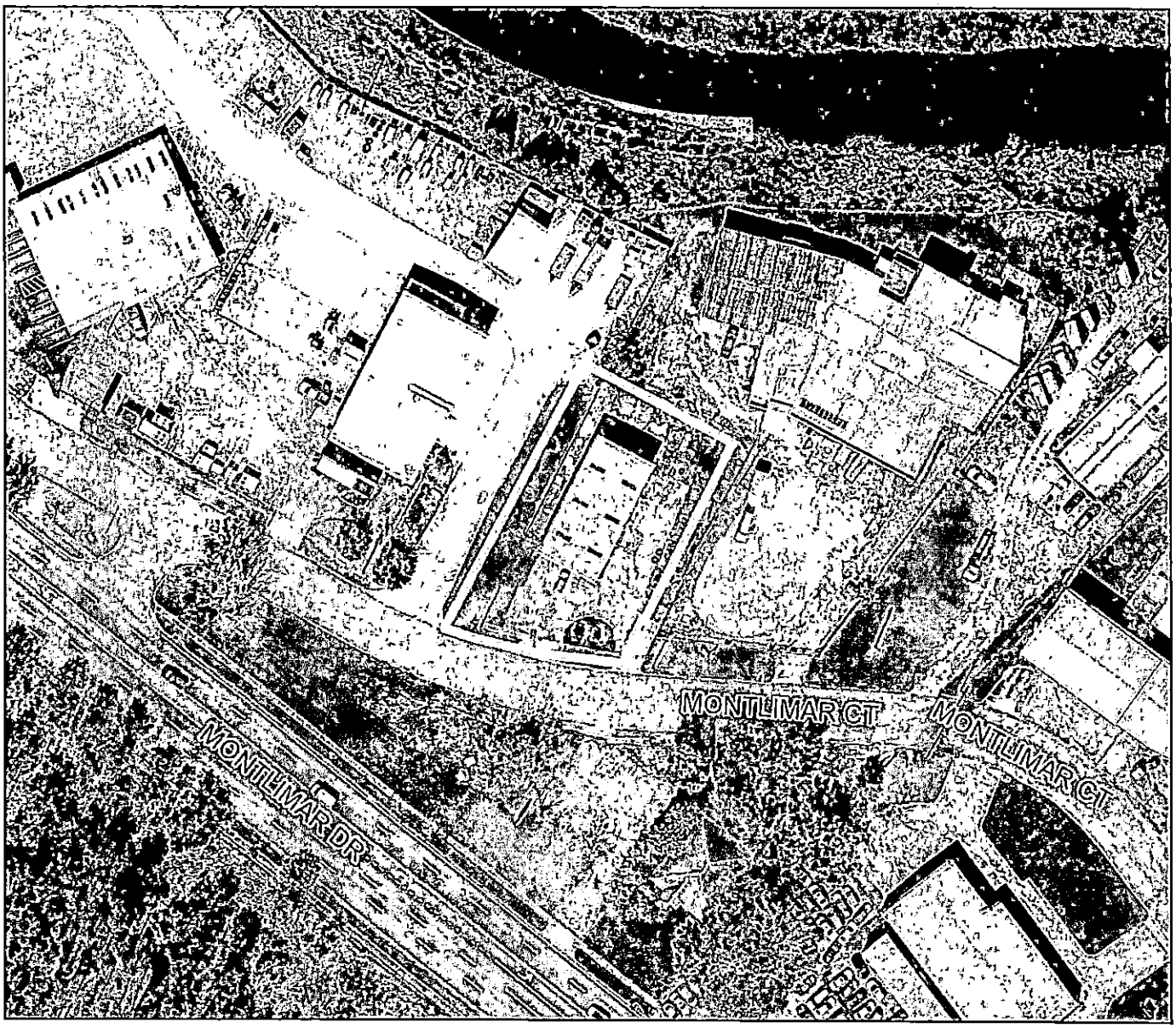
REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 3 DATE January 5, 2023

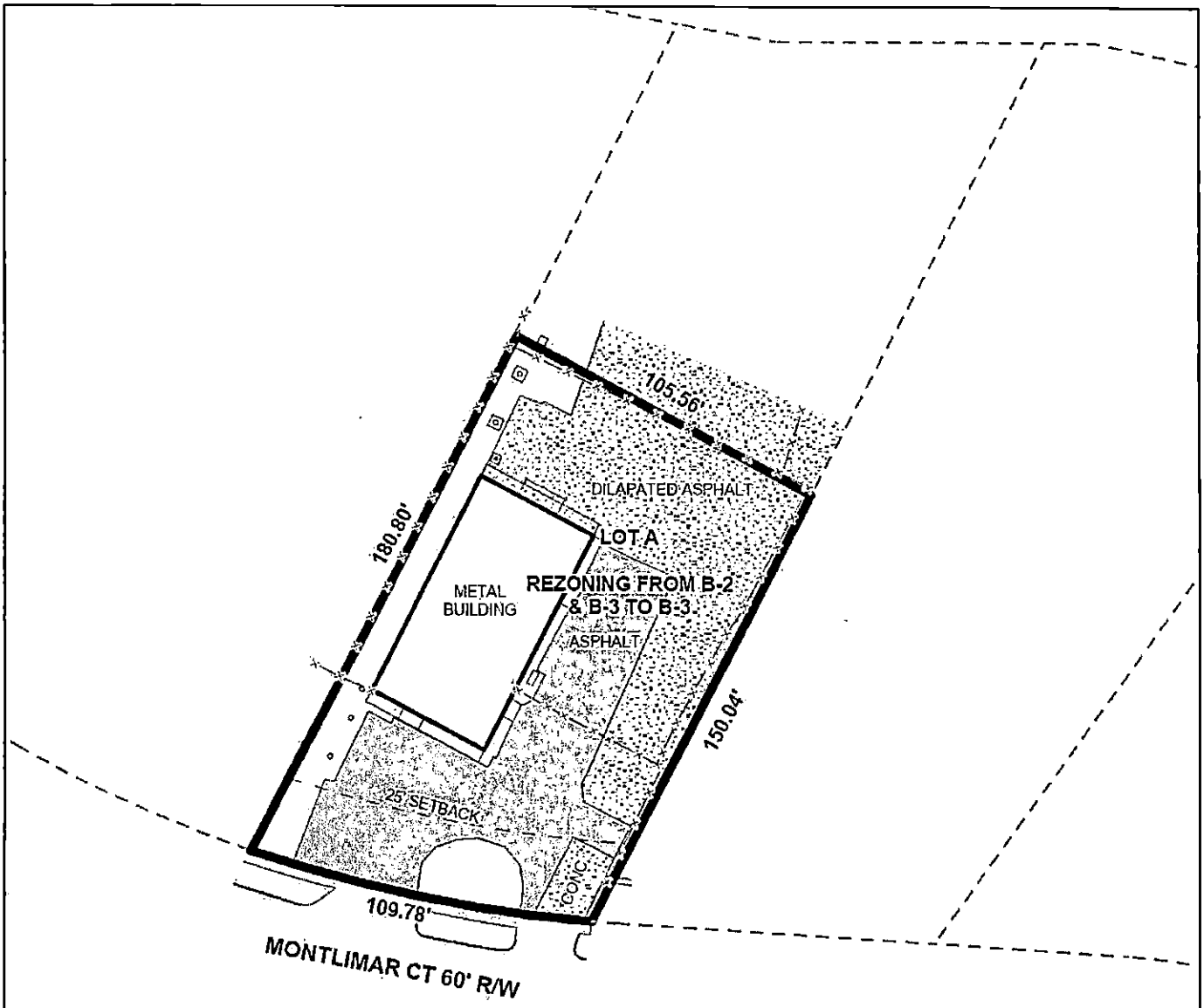
APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

SITE PLAN



The site plan illustrates the existing building, asphalt, and setback.

APPLICATION NUMBER 3 DATE January 5, 2023

APPLICANT Harder Subdivision

REQUEST Subdivision, Rezoning from B-2 and B-3 to B-3

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:
Chie Paul Prine

Sponsored by:
Mayor Stimpsom

Purpose and Scope of Project:
Transfer $2,000 from C0509 Capital Improvement Fund To E0033 Capital Improvement Fund. This transfer to complete funding for Video Wall for Central Precinct.

Amount of Contract:
$2,000

Funding Source

Project #			**Discretionary Funds**
Project String C0509			**Contract Number:**
Budget Amendment	**REDUCE**	**INCREASE**	E0033
Grant Funds			**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	2/24/2023

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	2/23/2023 - 4:27 PM
Legal	Kern, Chris	Approved	2/27/2023 - 3:24 PM
Legal	Kern, Chris	Approved	2/27/2023 - 3:24 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:31 PM

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the sum of $2,000 be transferred from C0509 Capital Improvement Fund to E0033 Capital Improvement Fund. This transfer is to complete funding for Video Wall for Central Precinct.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/1/2023 - 3:57 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 II (Package Store) License
Submitted by:	Sip and Smoke LLC
Location:	Sip and Smoke Package 5212 Cottage Hill Rd., Ste. E Mobile, AL 36609

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 5562

REVENUE DEPARTMENT FORWARDED TO CITY CLERK 02.22.2023

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:

011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)

(Type of License)

TO: *SIP AND SMOKE LLC*

Trade Name: SIP AND SMOKE PACKAGE

Location: 5212 COTTAGE HILL ROAD STE E MOBILE AL 36609

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

Comments:
NEW APPLICATION
AGENDA 03.07.2023

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

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Comments:
NEW APPLICATION
AGENDA 03.07.2023

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Mobile City Council President

Signature of above applicant

Date applicant signed for this approval letter

AGENDA DATE 03.07.2023

CITY OF MOBILE
MOBILE, ALABAMA

REVENUE DEPARTMENT

TO: THE MOBILE CITY COUNCIL

RE: ALCOHOLIC BEVERAGE LICENSE

APPLICATION NUMBER 5562

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

SIP AND SMOKE LLC has filed application with the City of
(Name of Applicant)

Mobile Revenue Department for a **011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)**
(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: *SIP AND SMOKE LLC*

TRADE NAME: SIP AND SMOKE PACKAGE

LOCATED AT: 5212 COTTAGE HILL ROAD STE E MOBILE AL 36609

☐ 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: VISHAL V PATEL **PHONE#:** 251.776.3546

CITY OF MOBILE, ALCOHOL LICENSE APPLICATION

Application: *NEW*
Application Date: 02.22.2023
Application No: 5562

Type License: ***011 - LOUNGE RETAIL LIQUOR CLASS II (Package Store)***

Type License: *N/A*

Name of Applicant(s) ***SIP AND SMOKE 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
PATEL. VISHAL VIJAY	MEMBER	12.15.1984 GAUTIER MS	
PATEL. MEHUL SUNILKUMAR	MEMBER	08.22.1990 ANAND GUJARAT INDIA	
PATEL, PINALBHAI YASHVANTKUMAR	MEMBER	05.21.1975 ANAND GUJARAT INDIA	

Corporate information: 001-060-465 (Enter book & page or document info) Date: 01.30.2023 (Incorporation or Authority) County: MOBILE

Trade Name ***SIP AND SMOKE PACKAGE***

Location 5212 COTTAGE HILL ROAD STE E MOBILE AL 36609

Mailing Address 8989 HWY 90 WEST IRVINGTON AL 36544
(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? PACKAGE STORE

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?

PATEL, VISHAL V - SHREE RAJ SHYAMA LLC dba CPAK GROCERY 8755 GRAND BAY WILMER ROAD GRAND BAY AL 36541

PATEL, PINALBHAI Y - SHREE RAJ SHYAMA LLC dba CPAK GROCERY 8755 GRAND BAY WILMER ROAD GRAND BAY AL 36541

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** Mehul Patel

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** Mehul Patel

COUNTY OF **MOBILE** **TITLE** MEMBER **DATE** 02.22.2023

The undersigned SIP AND SMOKE LLC dba SIP AND SMOKE PACKAGE - MEHUL S PATEL (MEMBER)

(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.

Mehul Patel

Signature of Affiant

Sworn to and subscribed before, me this *22nd* day of *FEBRUARY* Year *2023*

R Shawn Skinner

SIGNATURE OF NOTARY

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

COMMISSION EXPIRES

GENERAL APPLICATION INFORMATION

Contact Person VISHAL V PATEL E-mail: VISHAL1284@GMAIL.COM

Phone Number: Home: 251.776.3546 Cell: 251.776.3546 Bus: 251.776.3546

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? *NO*

Will this business be operated PRIMARILY as a package store? *YES*

Building seating capacity 0 License premises includes patio area *NO*

Square Footage 2350

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 conviction), date of charge, name of court, and the court disposition of each case. (Do not include traffic violations, except DUI and Reckless Driving. If no record state NONE) .

NAME	VIOLATION	ARRESTING AGENCY & DATE	DISPOSITION
PATEL VISHAL VIJAY	NONE		
PATEL, MEHUL SUNILKUMAR	NONE		
PATEL, PINALBHAI YASHVANTKUMAR	NONE		

Filing Fee Acknowledgement

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

Signature of Applicant: Mehul

Lease /Property Ownership

Name of Property Owner/Lessor: UNCO LLC & WHITE-SPUNNER 251.471.1000

Address of Property Owner/Lessor: PO BOX 7475 MOBILE AL 36670

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

CITY OF MOBILE

REVENUE DEPARTMENT

February 21, 2023

SIP AND SMOKE PACKAGE

5212 COTTAGE HILL ROAD

SUITE E

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 124731 TERRITORY 4

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT	PAID AMT	INTEREST	PENALTY
1497364	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

032328-0012 SHAWN S. 02/22/2023 12:00PM

BUSINESS LICENSE
SIP AND SMOKE PACKAGE
124731
2023 Item: 1497364
ALCOHOL APPLICATION
FEE 50.00

50.00

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

CHECK 50.00
Check Number 21-10/830

Change due **0.00**

Paid by: SIP AND SMOKE PACKAGE



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
- [ ] 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
Vishal Patel	2-16-2023
Person Completeing Application Signature	**Title**
	Member

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
2/16/23	NO		March 7, 2023

Application Type	If New Owner, Previous Business Name	Transfer - ABC license? If yes, License Number
Retail		

License Type applied for with Alabama ABC Board	
Package Store	

Business Information

Business Description/Activity	Other Explain
Package Store	

Legal Business Name	Trade Name (DBA)
Sip and Smoke ~~Package~~ LLC	Sip and Smoke Package

Business Structure (SP, LLC, Corp, etc.)	Incorporation Date	Physical Address of Business/Building (Street Address, Suite #)
LLC		5212 Cottage Hill Rd Suite E ~~Mobile AL 36609~~

Physical Address of Company - LLC, CORP (Street Address, Suite #)	City	State	Zip Code
8989 HWY 90 W ~~Irvington AL 365~~	~~Irvington~~ Mobile	AL	36609 ~~36544~~

City	State	Zip Code	Mailing Address of Business/Building (PO Box, Street Name, Suite #)
Irvington	AL	36544	SAME

Mailing Address of Company - LLC, CORP (PO Box, Street Name, Suite #)	City	State	Zip Code
SAME			

City	State	Zip Code	Business Phone Number	Building Type

Phone Number of Company	Federal Tax ID (FEIN)	State of AL Sales Tax ID	Where will mail be received?
251-776-3546	92-20 40409	R-[redacted]011648115	Business

Business Contact Person Information

Name	Title	Phone	Email
Vishal Patel		251-776-3546	Vishal12846gmail.com

Land/Building Information

Do you own or rent/lease the property? Lease

Property Owner Name	Do you have a legal description of property?
VACO LLC	Required - see page 3 of this application

Property Owner Address	Prop Owner Phone	Property Owner Email
PO Box 7475	251-471-1000	

Property Owner City	State	Zip Code	Building Seating Capacity	Building Square Footage
Mobile	AL	36670	0	2350

Fully equipped & operational kitchen	Equipped with table and chairs
If NO, any food served (if YES explain below) NO	Equipped for on premise consumption NO
Habitually used for providing food to public	Restroom Facilities 2 Patio Area 0

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20230215095926712

Type License: 011 - LOUNGE RETAIL LIQUOR - CLASS II (PACKAGE) **State:** $300.00 **County:** $300.00

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

Trade Name: SIP AND SMOKE PACKAGE **Filing Fee:** $50.00

Applicant: SIP AND SMOKE LLC **Transfer Fee:**

Location Address: 5212 COTTAGE HILL RD STE E MOBILE, AL 36609

Mailing Address: 5212 COTTAGE HILL RD STE E MOBILE, AL 36609

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

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: 001-060-465

Do you sell Draft Beer?:

Date Incorporated: 01/30/2023 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 01/30/2023

Federal Tax ID: 92-2040409 **Alabama State Sales Tax ID:** R011648115

Name:	Title:	Date and Place of Birth:	Residence Address:
VISHAL VIJAY PATEL	MEMBER	12/15/1984 USA	
MEHUL SUNILKUMAR PATEL	MEMBER	08/22/1990 INDIA	
PINALBHAI YASHVANTKUMAR PATEL	MEMBER	05/21/1975 INDIA	

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: VISHAL PATEL
Business Phone: 251-776-3546
Fax:

Home Phone: 251-776-3546
Cell Phone: 251-776-3546
E-mail: VISHAL1284@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: 20230215095926712

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: UNCO LLC B WHITE SPUNNER UNIVERSITY OAKS SHOPPING CENTER KIDCO LLC 251-234-7232
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? NO

Will the business be operated primarily as a package store? YES
Building Dimensions Square Footage: 2350 Display Square Footage: 1100
Building seating capacity: 0 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:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230215095926712

Initial each — **Signature page**

Initial each	
VP	In reference to law violations, I attest to the truthfulness of the responses given within the application.
VP	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
VP	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.
XXX	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.
VP	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.
VP	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.
VP	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): Vishal Patel

Signature of Applicant: [signature]

Notary Name (print): Sandy Durham

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

Application Taken: 2/15/23 **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: 20230215095926712

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: SUITE E

Alabama Alcoholic Beverage Control Board
Application Checklist

Trade Name: ***SIP AND SMOKE PACKAGE***
Location: 5212 COTTAGE HILL RD STE E MOBILE AL 36609
Contact: VISHAL PATEL
Telephone: 251-776-3546

Applicant: ***SIP AND SMOKE LLC***
License Type: 011
ABC Staff: SANDY DURHAM
Date: 2/15/2023

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

1. X Filing Fee $50.00
2. N/A Transfer Fee
3. N/A Application
4. N/A Transfer Agreement
5. N/A Current ABC License & Current Owner Driver License
6. ____ Lease/Deed– XXXXXXXXXXXXXXXXX
   - ____ Is the correct Applicant's name on the lease/deed?
   - ____ Is the Address correct on the lease/deed?
   - ____ Are the Terms of the lease clear?
   - ____ Is the lease/deed signed?
7. X Corporation/LLC/LLP/Partnership Agreement/Association
8. X Incumbency Certificate/Member List
9. X IRS Employer Identification Number (EIN) ____
10. X Alabama Dept of Revenue State Sales License
11. N/A Sketch (On-premise consumption & packages store only)
12. N/A City of Mobile Ordinance
13. n/a Restaurant Menu
14. n/a Restaurant Memorandum of Understanding
15. X Rules & Regulations/Title 28
16. N/A Copy of Tobacco Regulation 2/24/2023
17. X Filing/Transfer Fee Acknowledgement
18. X Instructions to License
19. X Person in Charge Sign
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 (DL, State / Military ID or US Passport-color copy)
    - X Officer/Member 1
    - X Officer/Member 2
    - x Officer/Member 3
23. X Proof of Citizenship (Perm Res Card, Naturalization Cert, US Passport-color copy, Birth Certificiate)
    - X Officer/Member 1
    - X Officer/Member 2
    - X Officer/Member 3
24. X State of Residence / FBI Background Check
    - X Officer/Member 1
    - X Officer/Member 2
    - X Officer/Member 3
26. N/A Co Health Dept. Permit/Inspection (On-premise locations only)
27. N/A City Business License (Required for tobacco only locations.)
28. ____ Insurance
29. N/A Current Owner Insurance
30. ____ *License Fee **$600.00**
31. ____ City/County Approval

This application expires in 120 days on June 15, 2023

Before February 24, 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

** 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, P O Box 281, Theodore, AL 36590, Telephone (251) 653-0015, Fax (251) 653-6622

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
Patel Vishal VIJAY	Member	

Race	Sex	Date of Birth	Home Address
Asian	M	12/15/84	7340 Isle of Palms

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
- -		Mobile	AL	36695

Place of Birth (City, State, Nation)	Mobile Number	Email
Gautier Mississippi	251-776-3546	Vishal1284@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

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)
	Shree RAJ Shyam LLC	C Pak Grocery	8755 Gravel bay Wilmer Rd Grand Bay AL 36541
(Yes)	~~VAPE liquidators~~	~~Palmers Smoke Shop~~	~~1956 S University Blvd~~ Suite E ~~Mobile AL 36609~~

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

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

5/11/2021

Dear Mr. Patel,

The ALEA Records and Identification 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 at a later date.

Please do not hesitate to contact the Criminal Records and Identification Unit at 334-353-4340 if we maybe be of further assistance in this matter.

Sincerely,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

Response Info

STATE ABI SEARCH RESULT AND RAP SHEET

TCN8122102925

NAME:PATEL, VISHAL VIJAY

ABI RESULT:NON IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

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
Patel Mehul Sunilkumar	Member	

Race	Sex	Date of Birth	Home Address
Asian	M	8-22-90	

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36609

Place of Birth (City, State, Nation)	Mobile Number	Email
Anand Gujarat India	215-200-3561	

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

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)
(V)	~~VAPE Liquidators LLC~~	~~Palaces Smoke Shop~~	~~1956 S University Blvd Mobile AL 36609~~

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

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Sincerely,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

Response Info

xxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx

TCN:8122102923

NAME:PATEL,MEHUL SUNILKUMAR

ABI RESULT:NON IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

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
Patel Pinal Bhai Yashwant Kumar	Member	

Race	Sex	Date of Birth	Home Address
Asian	M	5-21-75	8517 Mimosa Lane ~~Mobile AL 3~~

Social Security Number	Drivers License (State, Number)	City	State	Zip Code
		Mobile	AL	36619

Place of Birth (City, State, Nation)	Mobile Number	Email
Anand Gujarat India	251-644-1475	

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

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)
	Shree Ris Shyams	CPAK Grocery	8255 Grand Bay Wilmer Rd Grand Bay AL 36541
(Yes)	~~VAPE liquids Inc~~	Palmers Smok Shop	~~1955 Schillinger Blvd Mobile AL 36695~~ Suite I

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

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5/11/2021

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Sincerely,

W. Avery Morris, CLEE
Special Agent/Division Chief
Criminal Justice Services Division
Alabama State Bureau of Investigation

Response Info

xxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxx

NAME:PATEL,PINALBHAI YASHVANTKUMAR

ABI RESULT:NON IDENT

CERTIFIED COPY
OF ALEA DOCUMENT

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:

   Sip & Smoke 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): Amit Patel

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

   8989 Hwy 90 Irvington, AL 36544

   *COUNTY of above address: MOBILE

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

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

001-060-465 DLL

Date	01/30/2023
Time	16:18:00
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 1 / 30 / 2023 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 4 : 18 ○ 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).

1 / 30 / 2023
Date (MM/DD/YYYY)

Amit Patel
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.

Additional Details

Organizers

Organizer	Street Address	Mailing Address
Vishal Patel		
Mehul Patel		

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

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:

Sip & Smoke LLC

This name reservation is for the exclusive use of AMIT PATEL, 8989 Hwy 90, Irvington, AL 36544 for a period of one year beginning January 30, 2023 and expiring January 30, 2024

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.

January 30, 2023

Date

RES070131

Wes Allen **Secretary of State**

Limited Liability Company Agreement of
Sip & smoke LLC
A Limited Liability Company

THIS OPERATING AGREEMENT (this "Agreement") of Sip & smoke LLC, (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Sip & smoke LLC, a Manager-managed Alabama limited liability company (the "Company") formed under and pursuant to Alabama law.

B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Alabama law absent such a provision, this Agreement, to the extent permitted under Alabama law, shall control.

C. Primary Business Address. The location of the primary place of business of the Company is:

5212 s university blvd, Mobile, Alabama 36609, or such other location as shall be selected from time to time by the Members.

D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Amit Patel. The Agent's registered office is 8989 hwy 90, Irvington, Alabama 36544. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Alabama Secretary of State.

E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

A. Purpose. The Company is created for the following business purpose:

Package store

B. Powers. The Company shall have all of the powers of a limited liability company set forth under Alabama law.

C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Alabama. The Company will operate until terminated as outlined in this Agreement unless:

1. A majority of the Members vote to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Alabama law;

3. It becomes unlawful for either the Members or the Company to continue in business;

4. A judicial decree is entered that dissolves the Company; or

5. Any other event results in the dissolution of the Company under federal or Alabama law.

III. Members.

A. Members. The Members of the Company (jointly the "Members") and their Membership Interest at the time of adoption of this Agreement are as follows:

Vishal Patel, 34%

Pinal Patel, 33%

Mehul Patel, 33%

B. Initial Contribution. Each Member shall make an Initial Contribution to the Company. The Initial Contributions of each shall be as described in Attachment A, Initial Contributions of the Members

No Member shall be entitled to interest on their Initial Contribution. Except as expressly provided by this Agreement, or as required by law, no Member shall have any right to demand or receive the return of their Initial Contribution. Any modifications as to the signatories' respective rights as to the receipt of their initial contributions must be set forth in writing signed by all interested parties.

C. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Alabama law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.

D. Death, Incompetency, Resignation or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company voluntarily or involuntarily, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. If a Member is removed involuntarily, it must be by vote recorded in the official minutes. If a Member resigns, they should submit a notarized resignation letter to the Registered Agent. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 0 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 0 days, the withdrawing Member, or

their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

E. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company (a "dissociated member") and shall have no further rights or obligations under this Agreement.

2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.

3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the transferor Member that was transferred without any voting power as a Member in the Company.

F. Member Voting.

1. *Voting power*. The Company's Members shall each have voting power equal to their share of Membership Interest in the Company.

2. *Proxies*. At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the Secretary of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

G. Members' Duty to File Notices. The Members shall be responsible for preparation, maintenance, filing and dissemination of all necessary returns, notices, statements, reports, minutes or other information to the Internal Revenue Service, the state of Alabama, and any other appropriate state or federal authorities or agencies. Notices shall be filed in accordance with the section titled "Notices" below. The Members may delegate this responsibility to an Officer or a Manager at the Members' sole discretion.

H. Fiduciary Duties of the Members. The Members shall have no fiduciary duties whatsoever, whether to each other or to the Company, unless that Member is a Manager or an Officer of the Company, in which instance they shall owe only the respective fiduciary duties of a Manager or Officer, as applicable. No Member shall bear any liability to the Company or to other present or former Members by reason of being or having been a Member.

I. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this

Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

IV. Accounting and Distributions.

A. Fiscal Year. The Company's fiscal year shall end on the last day of December.

B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.

C. Distributions. Distributions shall be issued, as directed by the Company's Treasurer or Assistant Treasurer, on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

D. Limitations on Distribution. The Company shall not make a distribution to any Member contrary to Alabama Code § 10A-5A-4.06.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-Corporation or a Partnership at any time.

VI. Board of Managers.

A. Creation of a Board of Managers. The Members shall create a board of Managers (the "Board") consisting of Managers appointed at the sole discretion of the Members and headed by the Chairman of the Board. The Members may serve as Managers and may appoint a Member to serve as the Chairman. The Members may determine at any time in their sole and absolute discretion the number of Managers to constitute the Board, subject in all cases to any requirements imposed by Alabama law. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion, subject to Alabama law. Each Manager elected, designated or appointed shall hold office until a successor Manager is elected and qualified or until such Manager's earlier death, resignation or removal.

B. Powers and Operation of the Board of Managers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the Company's purposes described herein, including all powers, statutory or otherwise.

1. *Meetings*. The Board may hold meetings, both regular and special, within or outside the state of Alabama. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the Chairman on not less than one day's notice to each Manager by telephone, electronic mail, facsimile, mail or any other means of communication.

i. At all meetings of the Board, a majority of the Managers shall constitute a quorum for

the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting until a quorum shall be present. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if all Managers consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board.

ii. Managers may participate in meetings of the Board by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the primary business address of the Company.

C. Compensation of Managers. The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor.

D. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and any vacancy caused by any such removal may be filled by action of the Members.

E. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. Except as provided in this Agreement, no Manager may bind the Company.

F. No Power to Dissolve the Company. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board shall be authorized or empowered, nor shall they permit the Company, without the affirmative vote of the Members, to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or, to the fullest extent permitted by law, take action in furtherance of any such action.

G. Duties of the Board. The Board and the Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Board also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;

2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;

4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;

5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;

6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;

7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;

8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;

9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;

11. Correct any known misunderstanding regarding its separate identity;

12. Maintain adequate capital in light of its contemplated business purposes;

13. Cause its Board to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Alabama limited liability company formalities;

14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;

15. Not require any obligations or securities of the Members; and

16. Observe all other limited liability formalities.

Failure of the Board to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

H. Prohibited Actions of the Board. Notwithstanding any other provision of this Agreement to the contrary or any provision of law that otherwise so empowers the Board, none of the Board on behalf of the Company, shall, without the unanimous approval of the Board, do any of the following:

1. Guarantee any obligation of any person;

2. Engage, directly or indirectly, in any business or activity other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II

(A) above; or

3. Incur, create or assume any indebtedness other than as required or permitted to be performed pursuant to the Company's Purpose as described in Section II (A) above.

VII. Officers.

A. Appointment and Titles of Officers. The initial Officers shall be appointed by the Members and shall consist of at least a Chairman, a Secretary and a Treasurer. Any additional or substitute Officers shall be chosen by the Board. The Board may also choose one or more President, Vice-President, Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, as permitted by Alabama law. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The Officers and agents of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Members or the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board. Unless the Board decides otherwise, if the title of an Officer is one commonly used for officers of a limited liability company formed under Alabama law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office.

1. *Chairman.* The Chairman shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall be responsible for the general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The Chairman shall execute all contracts on behalf of the Company, except:

   i. where required or permitted by law or this Agreement to be otherwise signed and executed;

   ii. where signing and execution thereof shall be expressly delegated by the Board to some other Officer or agent of the Company.

2. *President.* In the absence of the Chairman or in the event of the Chairman's inability to act, the President shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. The President shall perform such other duties and have such other powers as the Board may from time to time prescribe.

3. *Vice-Presidents.* In the absence of the Chairman and President or in the event of their inability to act, any Vice-Presidents in the order designated by the Board (or, in the absence of any designation, in the order of their election) shall perform the duties of the Chairman, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chairman. Vice-Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.

4. *Secretary and Assistant Secretary.* The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose. The Secretary shall give, or cause to be given, notice of all meetings of the Board, as required in this Agreement or by Alabama law, and shall perform such other duties as may be prescribed by the Board or the

Chairman, under whose supervision the Secretary shall serve. The Secretary shall cause to be prepared such reports and/or information as the Company is required to prepare by applicable law, other than financial reports. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

5. *Treasurer and Assistant Treasurer.* The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company according to generally accepted accounting practices, using a fiscal year ending on the last day of the month of December. The Treasurer shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall distribute the Company's profits to the Members. The Treasurer shall disburse the funds of the Company as may be ordered by the Board and shall render to the Chairman and to the Board, at their regular meetings or when the Members so require, an account of all of the Treasurer's transactions and of the financial condition of the Company. As soon as practicable after the end of each fiscal year of the Company, the Treasurer shall prepare a statement of financial condition as of the last day of the Company's fiscal year, and a statement of income and expenses for the fiscal year then ended, together with supporting schedules. Each of said annual statements shall be prepared on an income tax basis and delivered to the Board forthwith upon its preparation. In addition, the Treasurer shall keep all financial records required to be kept pursuant to Alabama law. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

B. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business, and the actions of the Officers taken in accordance with such powers shall bind the Company.

VIII. Fiduciary Duties of the Board and Officers.

A. Loyalty and Care. Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of managers of business corporations organized under the laws of Alabama.

B. Competition with the Company. The Managers and Officers shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto. The Managers and Officers shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Board of Managers excluding the interested Manager, consents thereto.

C. Duties Only to the Company. The Managers' and Officers' fiduciary duties of loyalty and care are to the Company and not to the other Managers or other Officers. The Managers and Officers shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other

Managers, but shall owe no such duties to Officers unless the Officer is a Manager. A Manager or Officer who so performs their duties shall not have any liability by reason of being or having been a Manager or an Officer.

D. Reliance on Reports. In discharging the Manager's or Officer's duties, a Manager or Officer is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

1. One or more Members, Managers, or employees of the Company whom the Manager reasonably believes to be reliable and competent in the matters presented.

2. Legal counsel, public accountants, or other persons as to matters the Manager reasonably believes are within the persons' professional or expert competence.

3. A committee of Members or Managers of which the affected Manager is not a participant, if the Manager reasonably believes the committee merits confidence.

IX. Dissolution.

A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.

C. Distributions in Kind. Any non-cash asset distributed to one or more Members in liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Alabama shall have been canceled in the manner required by Alabama law.

E. Accounting. Within a reasonable time after complete liquidation, the Company Treasurer shall

furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.

F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.

G. Notice to Alabama Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Alabama and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

X. Exculpation and Indemnification.

A. No Member, Manager, Officer, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement,

to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

E. The foregoing provisions of this Article X shall survive any termination of this Agreement.

XI. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article X or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

XII. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Alabama.

XIII. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XIV. General Provisions.

A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.

B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.

C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together constitute one and the same instrument.

D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.

F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Alabama (without regard to conflicts of law principles

thereof).

G. Application of Alabama Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Alabama law.

H. Amendment. This Agreement may be amended only by written consent of the Board and the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Alabama law.

I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of January 31, 2023.

By: _____ Date: 02/03/2023
Vishal Patel

By: Pinal Patel Date: 02/03/2023
Pinal Patel

By: Mehul Patel Date: 02/03/2023
Mehul Patel

ATTACHMENT A

Initial Contributions of the Members

The Initial Contributions of the Members of Sip & smoke LLC are as follows:

Vishal Patel
Contribution:
Cash: $20,000.00

Pinal Patel
Contribution:
Cash: $20,000.00

Mehul Patel
Contribution:
Cash: $20,000.00

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

Date of this notice: 01-30-2023

Employer Identification Number:
92-2040409

Form: SS-4

Number of this notice: CP 575 B

SIP & SMOKE LLC
VISHAL PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

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 92-2040409. 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 1065 03/15/2024

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, estate, trust, EPMF, 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.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

(IRS USE ONLY) 575B 01-30-2023 SIP& B 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SIP&. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records. CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 01-30-2023
EMPLOYER IDENTIFICATION NUMBER: 92-2040409
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

SIP & SMOKE LLC
VISHAL PATEL MBR
8989 HIGHWAY 90
IRVINGTON, AL 36544

2023

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

SIP & SMOKE LLC
5212 COTTAGE HILL RD E
MOBILE, AL 36609-4280

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011648115	03/1/2023	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

Deputy Commissioner

NAICS CODE: 445320

ALABAMA DEPARTMENT OF REVENUE
P.O. BOX 327900
MONTGOMERY, AL 36132-7900
SLS

Provider Code 4400

SIP & SMOKE LLC
8989 HIGHWAY 90
IRVINGTON, AL 36544-2751

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
Package Store	Package Store
Legal Business Name	**Trade Name (DBA)**
Sip and Smoke LLC	Sip and Smoke Package

Physical Address of Business (Street Name, Suite #)	Building Square Footage	Building Stand alone or attached
5212 Cottage Hill Road Suite E	2350	attached

City	State	Zip Code	Did you include the REQUIRED drawing with this sheet?
Mobile	AL	36609	Yes

Business Contact Person

Name	Title	Phone	Email
Vishal Patel	Member	251-776-3546	Vishal1284@gmail.com

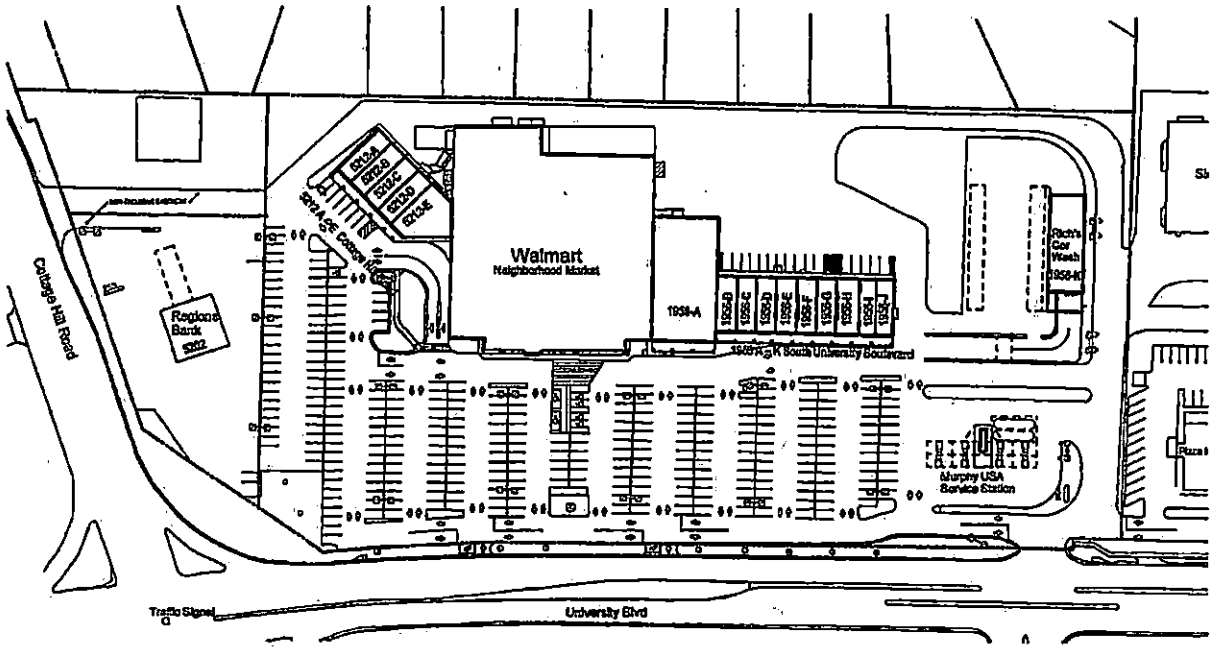
URBAN DEVELOPMENT DEPARTMENT USE ONLY

Parking Provided	Parking Required	Compliance	Zoning	Approved
8+	8	Yes	B-3	Yes

Comments

Print Name	Signature	Date
D. Logan Anderson	D. Logan Anderson	02/22/2023

Exhibit "A"


Walmart
Neighborhood Market
Regions Bank
College Hill Road
University Blvd
Murphy USA
Service Station

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

5212 Cottage Hill Rd - Suite E
Mobile, AL 36609

Ownership Type	Company Name
Lease	UNCO LLC

The above described property is Lease to/by UNCO LLC

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 16 day of February 2023

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Katlyn F. Lumpkin	Katlyn F. Lumpkin	9.2.2024

Notary Stamp

KATLYN F. LUMPKIN NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Sept. 2. 2024

	Owner of Property (Print Name)	Applicant Name (Print Name)
	John White-Spunner	Vishal Patel
	Owner of Property (Signature)	Applicant Name (Signature)
Address		Address
City, State, Zip	3501 Dauphin St-Ste A Mobile AL 36606	5212 Cottage Hill Road Suite E Mobile AL 36609
Date Agreement Signed	2/16/23	2/16/23

WSR
White-Spunner Realty, Inc
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

LEASE

THIS INDENTURE OF LEASE, made on the 1st day of February, 2023 by and between UNCO, L.L.C., an Alabama Limited Liability Company and B. WHITE-SPUNNER, an individual, as tenants-in-common, (herein called "Landlord"), and Sin & Smoke 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 leases to Tenant, and Tenant rents from Landlord, those certain premises, now or hereafter to be erected in the premises commonly known as *5212 Cottage Hill Rd, Suite E in University Oaks Shopping Center* (herein called the "Shopping Center"), in the *City of Mobile* and *State of Alabama*, which premises consists of a one-story building containing an area of approximately *2,350* square feet, hereinafter called the "leased premises". The boundaries, location and dimensions of the leased premises are highlighted in red on the site plan, which is marked Exhibit "A", attached hereto and made a part hereof.

Section 1.02. Use of Additional Areas.

The uses 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, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit "A" and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for *Three (3)* years, effective *February 1,2023*, and commencing on *[May 1, 2023]* ("**Rent Commencement Date**") and expiring on *[April 30, 2026]* ("**Lease Term**"). Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

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 herein provided (in any event, should Tenant have failed to open the leased premises for business at the conclusion of ninety (90) days following the commencement of the term, as defined in Section 1.03, then Landlord may, at Landlord's option, in addition to collecting said minimum rent, cancel and terminate this lease by giving written notice to Tenant within thirty (30) days after said ninety (90) day period).

Section 1.05. Examination of Lease.

WSR
White-Spunner Realty, Inc
3201 Dauphin Street, Suite A
Mobile, AL 36606-4857

LEASE

THIS INDENTURE OF LEASE, made on the 1st day of February, 2023 by and between UNCO, L.L.C., an Alabama Limited Liability Company and B. WHITE-SPUNNER, an individual, as tenants-in-common, (herein called "Landlord"), and Sip & Smoke LLC (herein called "Tenant").

WITNESSETH

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GRANT AND TERM

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Section 1.05. Examination of Lease.

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 #	5562
Business Name	SIP AND SMOKE LLC
Company DBA	SIP AND SMOKE PACKAGE
Business Address	5212 COTTAGE HILL RD STE E 36609
License Type	011 - LOUNGE RETAIL LIQUOR CLASS II (PACKAGE)
Post Date	02.22.2023
Agenda Meeting Date	03.07.2023

(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
Vishal Patel	2/16/23
Owner/Applicant Signature	**Title**
	Member

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	1 Cases
Council District 2	William Carroll	16 Cases
Council District 3	C J Small	1 Cases
Council District 4	Ben Reynolds	0 Cases
Council District 5	Joel Daves	1 Cases
Council District 6	Scott Jones	0 Cases
Council District 7	Gina Gregory	0 Cases

Purpose and Scope of Project:

Declare weeds noxious, Group 1641

Renewal Date of Contract:

3/7/2023

Funding Source

Project # Weed Lien Group 1641 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1641	Backup Material	3/2/2023
resolution	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			3/2/2023 - 11:39

Enforcement	Gauthier, Lana	Approved	AM

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

Harry Jackson

Marchetta Tate 3-2-23

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:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	3 Cases
Council District 2	William Carroll	1 Case
Council District 3	C J Small	10 Cases
Council District 4	Ben Reynolds	4 Cases
Council District 5	Joel Daves	2 Cases
Council District 6	Scott Jones	0 Cases
Counild District 7	Gina Gregory	1 Case

Purpose and Scope of Project:

Assess Cost for Weed Lien Group 1635

Effective Date of Contract:

3/7/2023

Funding Source

Project # Weed Lien Group 1635 **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Assess Cost for Weed Lien Group 1635	Backup Material	3/2/2023
resolution	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Municipal			3/2/2023 - 11:34

Enforcement	Gauthier, Lana	Approved	AM

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

M E M O R A N D U M

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

DATE: **March 1, 2023**

SUBJECT: **Weed Lien Group 1635 Invoices for Council Agenda**

Attached, please find invoices for completed Weed Lien Group Number(s) **1635.** Please place these on the City Council's Agenda for **Tuesday, March 7, 2023**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

	WEED LIEN	
	1635	Res. No.
10/25/2022	LOTS TO BE DECLARED	58-937
11/29/2022	LOTS FOR PUBLIC HEARING	58-1040
3/7/2023	LOTS TO BE ASSESSED FOR COST	58-

No.	Address	SRO No.	CASE #	Amount Assessed	Dis	N/A CBO
1	962 Arlington St	11488	21980	$ 196.00	3	
2	202 Cuba St	28600	21981	$ 315.00	2	
3	4118 Latimer Lane	29338	21982	$ 50.00	5	CBO
4	0 Dauphin Island Pkwy	21476	21983	$ 1,479.20	3	
	Par. No. (29 11 32 1 000 090.XXX)					
5	959 Gorgas St	11250	21984	$ 196.00	3	
6	1950 Ryders Lane	21598	21985	$ 50.00	3	CBO
7	2519 Greenlawn Dr	29212	21986	$ 245.00	4	
8	1569 Greenlawn Dr	29211	21987	$ 315.00	4	
9	3507 Keeling Rd	29369	21989	$ 175.00	3	
10	3603 Kent Rd	21609	21990	$ 50.00	3	CBO
11	2401 Dog River Dr N	21185	21991	$ 50.00	4	CBO
12	6925 Chatman Rd	29510	21992	$ 253.34	4	
13	2020 Boykin Blvd	11129	21993	$ 50.00	3	
14	2852 Haas Ave	21020	21994	$ 50.00	1	CBO
15	651 South Carolina St	19548	21996	$ 245.00	3	
16	320 Dawn Place	29290	21997	$ 50.00	5	CBO
17	2972 Northwest Dr	28345	21998	$ 245.00	1	
18	2781 Graham Rd S	29963	21999	$ 1,698.93	7	
19	2217 Hoppin St	21000	22000	$ 50.00	3	CBO
20	609 Petit Ave	29560	22001	$ 50.00	1	CBO
21	1101 Bay Ave	30146	22064	$ 271.00	3	
				$ 6,084.47		

District total for this group		Numbers of lots cut	
1	3	1	1
2	1	2	1
3	10	3	7
4	4	4	3
5	2	5	0
6	0	6	0
7	1	7	1
	21		13

*ADD Added in from other Groups
*CBO Cut By Owner
*N/A Taken out by Inspector
*CBC Cut By Contractor
*UDL Undeveloped Lot

Tony Jackson 3/1/23
Marchetta Tarle

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONGTOMERY, AL 36132-7210**

Group Number: **1635** Item # **1**

Lot Description: **LOT 21 BLK 2 ARLINGTON DBK 156 P 196 #SEC 34 T4S R1W #MP29 11 34 1 002 (29 11 34 1 002 009.XXX) 962 ARLINGTON ST**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,000	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	21.00
		Total Project Cost:			$	196.00

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONGTOMERY, AL 36132-7210**

Group Number: **1635** Item # **2**

Lot Description: **PART OF LOT 3 LOUIS TOUART SUB DBK 90 P 291 BEG ON E/S CUBA ST 104 FT S OF SE COR SHORT CAMP & CUBA STS S-LY ALG E/S CUBA ST 25.03 FT TH WITH DEFL ANG TO LT 70 DEG 48 MIN ELY 110 FT TH NLY 25.03 TH WITH DEFL ANG 70 DEG 48 MIN WLY 110 FT TO POB BEING ON E/S CUBA ST #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 226.XXX) 202 CUBA ST**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	2,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	140.00
		Total Project Cost:			$	315.00

Shelia S Dean
SECRETARY

Marchetta Tate
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **AZALEA AFFORDABILITY II LLC**

Address: **1 SAINT LOUIS ST STE 3400**

City, State, Zip: **MOBILE, AL 36602-3927**

Group Number: **1635** Item # **3**

Lot Description: **LOT 10 BLK P BERKSHIRE HILL S PART D MBK 9 P 438 #SEC 38 T4S R2W #MP28 08 38 4 002 (28 08 38 4 002 022.XXX) 4118 LATIMER LANE**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	10,253	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shadia E Dean
SECRETARY

Maychette Tuite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONGTOMERY, AL 36132-7210**

Group Number: **1635** Item # **4**

Lot Description: **BEGINNING AT A POINT ON THE WEST LINE OF DAUPHIN ISLAND PARKWAY 51.73 FT NORTH OF THE NORTHEAST CORNER OF LOT 1 BLOCK 16 FULTON RIDGE ESTATES MBK 4 PG 110 THEN RUN WESTERLY 319.12 FT THEN SOUTHWESTERLY 326 FT THEN NORTHERLY 90 FT(S) THEN WESTERLY 110 FT THEN NORTHERLY 21.18 FT THEN NORTHEASTERLY ALONG A CURVE TO THE LEFT 105 FT(S) THEN NORTHEASTERLY 690 FT(S) THEN SOUTH 150 FT(S) TO THE POINT OF BEGINNING (29 11 32 1 000 090.XXX) 0 DAUPHIN ISLAND PKWY**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		114,336	$	0.0125	$	**1,429.20**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**1,479.20**

SECRETARY

INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **ROBINSON ESEMENA**

Address: **8651 SABLE CT**

City, State, Zip: **SEMMES, AL 36575**

Group Number: **1635** Item # **5**

Lot Description: **THAT CERTAIN LOT OF LAND ON S/S GORGAS ST -FLORIDA ST- BET MARINE & GAYLE STS DESC AS BEG AT PT ON S/S GORGAS ST 388 FT E-LY OF SE COR GAYLE & GORGAS STS RUN TH E-LY ALG S/S GORGAS ST 40 FT TO PT TH S-LY & PAR WITH MARINE ST 136.5 FT TO PT TH W-LY PAR WITH GORGAS ST 40 FT TO PT TH N-LY 136.5 FT TO POB #SEC 37 T4S R1W #MP29 10 37 0 007 (29 10 37 0 007 133.XXX) 959 GORGAS ST**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,430	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	3	$	7.00	$	**21.00**
		Total Project Cost:			$	**196.00**

Sheila Edwards
SECRETARY

Marchetta Jude
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **MADISON KIMBERLY**

Address: **239 PINE ST**

City, State, Zip: **MEMPHIS, TN 38104-3611**

Group Number: **1635** Item # **6**

Lot Description: **LOT 10 BLK 2 ADD TO FOREST PARK SUBD MBK 3 PGS 237-38 #SEC 34 T5S R1W #MP32 04 34 0 004 (32 04 34 0 004 093.XXX) 1950 RYDERS LN**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	30,376	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1635** Item # **7**

Lot Description: **LOT 102 FIRST UNIT MORNINGSIDE MANOR MBK 6 PGS 431-432 #SEC 6 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 166.XXX)2519 GREENLAWN DR**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,125	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	245.00

Shelia E Dean
SECRETARY

Marchetta Taste
INSPECTOR

Amy Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **HASTINGS BRIAN L & ANGELA G**

Address: **28 BRIARWOOD LN**

City, State, Zip: **SATSUMA, AL 36572**

Group Number: **1635** Item # **8**

Lot Description: **LOT 91 1ST UNIT MORNINGSIDE MANOR MBK 6 P 431 #SEC 06 T5S R1W #MP32 02 06 0 001 (32 02 06 0 001 177.XXX) 1569 GREENLAWN DR**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,775	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**315.00**

Shadia E. Dean
SECRETARY

Marchetta Tante
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **FRANCIS TOM**

Address: **2050 CROSSING GATE WAY**

City, State, Zip: **VIENNA, VA 22181-2835**

Group Number: **1635** Item # **9**

Lot Description: **LOT 2 KEELING ESTS MBK 28 P 68 #SEC 40 T5S R1W #MP32 09 40 0 004 (32 09 40 0 004 012.01X) 3507 KEELING RD**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	8,474	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	175.00

Shelia E. Ecun
SECRETARY

Marsheth Foote
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **COMMUNITY HOUSING SOLUTIONS LLC**

C/O HARPER ELLIS

Address: **3605 KENT RD**

City, State, Zip: **MOBILE, AL 36605-4361**

Group Number: **1635** Item # **10**

Lot Description: **LOT 10 BLK C 1ST ADD TO PINEWOOD RIVER DIV OF SHORE ACS IN LOT 4 OF 1ST DIV OF MCVOY TRT MBK 5 P 208 #SEC 40 T5S R1W #MP32 09 40 0 004 (32 09 40 0 004 048.XXX) 3605 KENT RD**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	28,340	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia Wilson
SECRETARY

Maybrette Tate
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **SHIELDS PHILLIP**

Address: **2401 DOG RIVE DR**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1635** Item # **11**

Lot Description: **LOT 114 GULF MANOR 1ST ADD MBK 8 P 159 #SEC 26 T5S R1W #MP32 03 36 0 004 (32 03 36 0 004 052.XXX) 2401 DOG RIVER DR N**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	11,686	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia E Dean
SECRETARY

Marchetta Tate
INSPECTOR

Tony Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **BROWN-SHEPHERD DEBORAH DENISE,**
CHARLES BROWN JR, C/O DEBORAH
DENISE BROWN-SHEPHERD

Address: **705 E JEFFERSON ST**

City, State, Zip: **DEMOPOLIS, AL 36732-2517**

Group Number: **1635** Item # **12**

Lot Description: **COM AT SE COR OF SEC 3 T6S R2W TH W 582 FT TH N 580 FT TO POB TH CONT N 120 FT TH E 137 FT TH S 120 FT TH W 137 FT TO POB #SEC 03 T6S R2W #MP38 02 03 4 000 (38 02 03 4 000 029.XXX) 6925 CHATMAN RD**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		16,267	$	0.0125	$	203.34
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	253.34

Shelia S Lewis
SECRETARY

Marshetta Scott
INSPECTOR

Larry Jackson
SUPERVISOR

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **HERRINGTON AUBREY & GLORIA E**

C/O KENNETH LOWE

Address: **2020 BOYKIN BLVD**

City, State, Zip: **MOBILE, AL 36605-4227**

Group Number: **1635** Item # **13**

Lot Description: **BEG AT SE COR OF LOT 15 BLK A DOG RIVER PK MBK 3 P 53 TH N 00 DEG 07 MIN W ALG ELY BDRY SD LOT 520 FT TO PT TH W 84 FT TO PT TH S 00 DEG 07 MIN E 520 FT TO PT ON NLY R/W OF BOYKIN BLVD TH E ALG SD R/W BOYKIN BLVD 84 FT TO POB #SEC 40 T5S R1W #MP32 10 40 0 003 (32 10 40 0 003 003.01X) 2020 BOYKIN BLVD**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	47,601	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shdia E Dean
SECRETARY

Marchetta Coate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **WILLIAMS MARTISIA & JEREMAINE AUSTIN**

C/O GET20 HOLDINGS LLC

Address: **7385 ASBURY DR**

City, State, Zip: **LITHONIA, GA 30058-5902**

Group Number: **1635** Item # **14**

Lot Description: **PT OF LOT 174 & ALL OF LOTS 175 & 176 HAAS DBK 153 P 266-269 & BEING MORE PARTICULARLY DESC AS FOLLS BEG AT SWLY COR OF LOT 176 HAAS PL DBK 153 P 266-269 RUN NELY ALG W/L OF LOT 176 DIS OF 140.0 FT TO NWLY COR OF SD LOT TH WITH INT ANG OF 94 DEG 41 MIN RUN ELY ALG N/L OF LOTS 176, 175 & 174 DIS OF 76.34 FT TO PT TH WITH INT ANG OF 117 DEG 59 MIN 35 SEC RUN SLY 17.41 FT TO PT TH WITH INT ANG OF 146 DEG 59 MIN 12 SEC RUN SWLY 124.64 FT TO N/L OF HAAS AVE (50 FT R/W) TH WITH INT ANG OF 95 DEG 01 MIN 13 SEC RUN WLY ALG N/L OF HAAS AVE 85.0 FT TO POB #SEC 18 T4S R1W #MP29 08 18 4 001 (29 08 18 4 001 021.001) 2852 HAAS AVE**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	11,914	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Shelia E Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **WILLIAMS KIATA**

Address: **1059 WOODSIDE DR W**

City, State, Zip: **MOBILE, AL 36608-4367**

Group Number: **1635** Item # **15**

Lot Description: **LOT 5 SQR 6 SIMS 2ND ADD DB K 120 NS P 486 #SEC 37 T4S R1W #MP29 10 37 0 003 (29 10 37 0 003 051.XXX) 651 SOUTH CAROLINA ST**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,375	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	245.00

Sheila Sloan
SECRETARY

Marchetta Davis
INSPECTOR

Jerry Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **BEASLEY MELLINGER H**

& GEORGENE C

Address: **320 DAWN PL**

City, State, Zip: **MOBILE, AL 36609**

Group Number: **1635** Item # **16**

Lot Description: **LOT 37 AZALEA HILLS SUB MBK 4 P 475 #SEC 38 T4S R2W #MP28 08 38 1 001 (28 08 38 1 001 037.XXX) 320 DAWN PLACE**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	17,768	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheila E Dean
SECRETARY

Marquetta Davis
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **WHITE SHARON D**

Address: **2972 NORTHWEST DR**

City, State, Zip: **MOBILE, AL 36607**

Group Number: **1635** Item # **17**

Lot Description: **LOT 273 LIBERTY PARK MBK 5 PG 66 #SEC 7 T4S R1W #MP29 03 07 1 000 (29 03 07 1 000 032.XXX) 2972 NORTHWEST DR**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	7,500	1	$	125.0000	$	125.00
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	10	$	7.00	$	70.00
		Total Project Cost:			$	245.00

Shelia E Dean
SECRETARY

Margaretta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **GUARDIAN TAX AL LLC**

C/O GUARDIAN TAX AL LLC

Address: **13575 LYNAM DR**

City, State, Zip: **OMAHA, NE 68138-4408**

Group Number: **1635** Item # **18**

Lot Description: **LOT 2 ANNETTE'S ACRES SUBD MBK 66 PG 125 #SEC 32 T3S R2W #MP23 09 32 2 000 (23 09 32 2 000 001.001) 2781 GRAHAM RD S**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate		131,914	$	0.0125	$	**1,648.93**
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**1,698.93**

Sheila S Dean
SECRETARY

Marchetta Davis
INSPECTOR

Tony Tucker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **PARKER KEITH**

Address: **9755 WINCHESTER DR N**

City, State, Zip: **SEMMES, AL 36575**

Group Number: **1635** Item # **19**

Lot Description: **LOT 3 THIERRY SUB MBK 4 P 2 16 #SEC 9 T5S R1W #MP32 04 35 0 001 (32 04 35 0 001 014.XXX) 2217 HOPPIN ST**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000		0	$	125.0000	$	-
Standard Rate	18,994	0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shellia S Dean
SECRETARY

Marchetta Tuite
INSPECTOR

Gary Jackson
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

March 2, 2023

Lot Owner: **ALABAMA DEPT. OF REVENUE**

ATTN: SHELLY TICE

PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONGTOMERY, AL 36132-7210**

Group Number: **1635** Item # **20**

Lot Description: **LOT 23 BLK 3 RESUB OF RESUB OF 1ST UNIT GULF HGTS MBK 5 PG 633 #SEC 44 T4S R1W #MP29 02 44 0 027 (29 02 44 0 027 104.XXX) 609 PETIT AVE**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: //2022 Contractor:

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	6,374	0	$	125.0000	$	-
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	50.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila E Dean
SECRETARY

Marquetta Tuite
INSPECTOR

Tony Lathon
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice
March 2, 2023

Lot Owner: **GEORGE QUEEN P**

Address: **320 STANTON RD APT 1212**

City, State, Zip: **MOBILE, AL 36617**

Group Number: **1634** Item # **21**

Lot Description: **E 1/2 OF LOTS 1 & 2 OF SQ D OAKHILL SUB DBK 85 N S & 380 #SEC 27 T4S R1W #MP29 10 27 4 000 (29 10 27 4 000 117.XXX) 1101 BAY AVE**

Nuisance Date: 10/25/2022 Posting Date: 11/22/2022 Hearing Date: 11/29/2022

Date lot was cut: 2/24/2023 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT			PRICE/UNIT		COST
Base Rate>10,000	4,808	1	$	125.0000	$	**125.00**
Standard Rate		0	$	0.0125	$	-
Adminitration Fee	Each	1	$	50.00	$	**50.00**
Per Spare Tire		32	$	3.00	$	**96.00**
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**271.00**

Sheila E Dean
SECRETARY

INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Weed Lien Group 1635** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED FOR THEIR 30TH ANNUAL FESTIVAL OF FLOWERS TO BE HELD MARCH 23-26, 2023

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/1/2023 - 3:14 PM

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

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$2,500.00** to Providence Foundation for its Festival of Flowers, from his discretionary funds*; and

WHEREAS, *Providence Foundation* 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 *Providence Foundation will be used for their 30th Annual Festival of Flowers to be held March 23-26, 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 **$2,500.00** to Providence Foundation 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:3/7/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER SCOTT JONES - GIVING $1,000.00
COUNCILMEMBER BEN REYNOLDS - GIVING $2,500.00
COUNCILMEMBER C.J. SMALL - GIVING $1,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 8TH ANNUAL MUDBOTTOM REVIVAL MUSIC FESTIVAL FUNDRAIER ON APRIL 23, 2023

Amount of Contract:

$4,500.00

Funding Source

Project # DSC-03 / 10041020-42080; DSC-04 / 10041020-42080 & DSC-06 / 10041020-42080

Discretionary Funds DSC-03, DSC-04 & DSC-06

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/2/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/2/2023 - 2:12 PM

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

Sponsored by: *Councilmember Scott Jones*
Councilmember Ben Reynolds
Councilmember C.J. Small

WHEREAS, *Councilmember Jones wishes to appropriate **$1,000.00**, Councilmember Reynolds wishes to appropriate **$2,500.00**, and Councilmember Small wishes to appropriate **$1,000.00 (TOTAL $4,500.00)**, to Dog River Clearwater Revival, Inc., from his discretionary funds*; and

WHEREAS, *Dog River Clearwater Revival, 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 *Dog River Clearwater Revival, Inc., will be used to assist with the 8th Annual MudBottom Revival Music Festival fundraiser on Sunday, April 23, 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 **$4,500.00** to Dog River Clearwater Revival, 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:3/7/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:
FUNDS WILL BE USED TO HELP WITH INDIGENT CARE FOR THE LESS FORTUNATE CITIZENS OF OUR COMMUNITY

Amount of Contract:
$5,000.00

Funding Source

Project # DSC-05 / 10041020-42080	**Discretionary Funds** DSC-05
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - INFIRMARY FOUNDATION, INC.	Cover Memo	2/28/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/28/2023 - 3:04 PM

60- 2023

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

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$5,000.00** to Infirmary Foundation, Inc., from his discretionary funds*; and

WHEREAS, *Infirmary Foundation, 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 *Infirmary Foundation, Inc., will be used to help with indigent care for the less fortunate citizens of our community,* 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 **$5,000.00** to Infirmary Foundation, 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:3/7/2023

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH MAINTENANCE FOR THE LANDSCAPED MEDIAN ALONG DAUPHIN STREET, MAINTENANCE ALONG VICKERS LAND AND SOUTH MCGREGOR AVE., AND YEARLY MAINTENANCE FOR THE VILLAGE F SPRING HILL STREET TREES

Amount of Contract:

15,000.00

Funding Source

Project # DSC-05 / 10041020-4208 **Discretionary Funds** DSC-05

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - THE VILLAGE OF SPRING HILL, INC.	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/1/2023 - 2:46 PM

60- 2023

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

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate **$15,000.00** to The Village of Spring Hill, Inc., from his discretionary funds*; and

WHEREAS, *The Village of Spring Hill, 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 *The Village of Spring Hill, Inc.*, will be used to assist with maintenance for the landscaped median along Dauphin Street, maintenance along Vickers Lane and South McGregor Ave., and yearly maintenance for Village of Spring Hill street trees, 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 **$15,000.00** to The Village of Spring Hill, 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:3/7/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER SCOTT JONES

Purpose and Scope of Project:
FUNDS WILL BE USED TO HELP ASSIST WITH THE ANNUAL LUNCHEON TO BE HELD ON MARCH 20, 2023

Amount of Contract:
$1,500.00

Funding Source

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

Project String **Contract Number:**

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

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/1/2023 - 3:18 PM

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

Sponsored by: *Councilmember Scott Jones*

WHEREAS, *Councilmember Jones wishes to appropriate **$1,500.00** to Drug Education Council, Inc., from his discretionary funds*; and

WHEREAS, *Drug Education Council, 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 *Drug Education Council, Inc., will be used to help assist with the annual luncheon to be held on March 20, 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 **$1,500.00** to Drug Education Council, 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:3/7/2023

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
GOUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE IMPROVEMENT OF THE SCHOOL'S ENVIRONMENT AND TO REWARD SCHOOT STAKEHOLDERS WITH INCNETIVES FOR INCREASING ACADEMIC ACHIEVEMENT

Amount of Contract:
$3,000.00

Funding Source

Project # DSC-07 - 10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	3/1/2023

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	3/1/2023 - 3:09 PM

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

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$3,000.00** to Orchard Elementary School, from her discretionary funds*; and

WHEREAS, *Orchard Elementary School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Orchard Elementary School will be used to assist with the improvement of the school's environment and to reward school stakeholders with incentives for increasing academic achievement,* 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 **$3,000.00** to Orchard Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Jennifer White, Traffic Engineering Department

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Letter Agreement with ALDOT for the awarded ATRIP-II project to construction traffic signal upgrades at various intersections on US Highway 90, US Highway 98 and US Highway 45 within the city limits of Mobile. The award amount is $1,762,850.67.

Funding Source

Project # ATRIP-II Signal Upgrades on US-90, US-98 and US-45 (2022-2060-05) **Discretionary Funds**

Project String **Contract Number:**

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

Grant Funds 1,762,850.67 **Matching Funds** 0.00

ATTACHMENTS:

Description	Type	Upload Date
Letter Agreement	Backup Material	3/1/2023
Resolution	Backup Material	3/1/2023

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	7/27/2022 - 5:06 PM
Legal	Kern, Chris	Rejected	2/27/2023 - 3:20 PM
Traffic Engineering	Bergin, Marybeth	Approved	3/1/2023 - 3:38 PM
Legal	Monteiro, Cherlina	Approved	3/2/2023 - 12:07 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 3:18 PM

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

1409 Coliseum Blvd., Montgomery, Alabama 36110-2060
Phone: (334) 242-6206 FAX: (334) 353-6530
Internet: http://www.dot.state.al.us/ltweb

Kay Ivey
Governor

John R. Cooper
Transportation Director

July 26, 2022

The Honorable William S. Stimpson
Mayor, City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

Subject: Project No. ATRP2-49-2022-346
Letter Agreement for Traffic Signal Upgrades

Dear Mayor Stimpson:

Reference is made to the above Alabama Transportation Rehabilitation and Improvement Program-II (ATRIP-II) project, which was awarded to the City of Mobile for the FY 2022 ATRIP-II program.

Due to the fact that the City of Mobile has no current participation or funding commitment toward any phase of the project (preliminary engineering and design, right of way acquisition, or construction), it has been determined that a funding agreement is not required at this time. However, should the project cost overrun the awarded ATRIP-II amount of $1,762,850.67, the signatures below shall acknowledge the City of Mobile's responsibility, as the sponsoring local government agency, for such an overrun, pursuant to the ATRIP-II Procedural Guidelines that were provided with the ATRIP-II grant application. Additionally, a resolution from the City Council authorizing payment of any project cost overrun should be attached and returned with this letter agreement and maintained in the project file.

The sponsoring local government agency reserves the right to remove the anticipated project from the letting schedule after receiving a copy of the preliminary estimate. Following the receipt of bids and prior to the award of the Contract, the State will invoice the City of Mobile for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection. If the City of Mobile elects to not pay the invoiced amount, the bid will be rejected.

Sincerely,

_____
Bradley B. Lindsey., P.E.
State Local Transportation Engineer
Alabama Department of Transportation

(AFFIX SEAL)

By: _____
City Clerk (Signature)

By: _____
As Mayor

_____
Print Name of Clerk

_____
Print Name of Mayor

cc: Matthew Ericksen, P.E., Southwest Region Engineer
Project File

R E S O L U T I O N

Sponsored by: Mayor Stimpson

WHEREAS, the Alabama Department of Transportation has awarded a 2022 ATRIP-II project to the City of Mobile in the amount of $1,762,850.67;

WHEREAS, the City of Mobile does not anticipate a project cost overrun about the awarded ATRIP-II amount on this project; and

WHEREAS, in the event that such an overrun should occur, the City agrees to be responsible for this overrun.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA as follows:

That the City of Mobile hereby agrees to be responsible for a project cost overrun above the ATRIP-II award amount on the 2022 ATRIP-II project in the event such an overrun should occur; and

That the City Council hereby authorizes the payment of aforementioned cost overrun; and if the total sum of any overrun exceeds $176,285.07, said overrun will be brought to the City Council for approval.

Adopted this _____day of _____, 20____ , by the City Council of Mobile, Alabama.

ATTESTED:

_____
Mayor

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____
City Clerk

(AFFIX SEAL)

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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.

Amount of Contract:
Total of all is $154,830.56

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 Agenda Package Fuel POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 3:14 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 Mar 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Requisitions for approval as Purchase Orders for Fuel

PURPOSE & SCOPE OF PROJECT:
Fuel for Garage and 4th Precinct.
General Fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: Total all purchases = $154,830.56

FUNDING SOURCE:

Budget Item: See Requisitions Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State Contract; Sealed Bid 5624

How many bidders received bid packages (if applicable): 10+web

How many bidders submitted bids (if applicable): 5

If this is not the lowest bid, explain why not:

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
6368	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6369	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6370	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6372	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$20,625.00	(279229) PETROLEUM TRADERS CORPORATION
6374	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION
6375	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION

6376	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION
6377	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT UNLEADED (SEALED BID 5624)	$18,082.64	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____

City Clerk

Bill To	Requisition 00006368-00 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
02/24/23	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	7500.00 GALLON	2.75000	20625.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	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	7500.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00006368-00 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
02/24/23	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 20625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006368-00 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
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006369-00 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
02/24/23	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.	7500.00 GALLON	2.75000	20625.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	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	7500.00 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 00006369-00 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
02/24/23	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 20625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006369-00 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
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006370-00 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
02/24/23	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.	7500.00 GALLON	2.75000	20625.00
	Vendor Item			
	Inventory Item/Loc 5295			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	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	7500.00 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 00006370-00 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
02/24/23	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 20625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006370-00 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
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006372-00 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
02/24/23	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	7500.00 GALLON	2.75000	20625.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			20625.00
	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	7500.00 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 00006372-00 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
02/24/23	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 20625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	20625.00	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006372-00 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
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006374-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	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	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006374-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

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

Requisition Link

Requisition Total 18082.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006374-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006375-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	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	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.03870	317.34
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			317.34

Bill To	Requisition 00006375-00 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	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

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

Requisition Link

Requisition Total 18357.34

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18357.34	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006375-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006376-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	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	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006376-00 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	POLICE 4TH PRECINCT
7120 POINTE INVERNESS WAY	8080 AIRPORT BLVD
	MOBILE, AL 36608
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705 Fax 260-203-3820	Delivery Reference TRAVESIA AGEE
	Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD
	MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

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

Requisition Link

Requisition Total 18082.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

Bill To	Requisition 00006376-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00006377-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	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	8200.00 GALLON	2.20000	18040.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			18040.00
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8200.00 EACH	0.00520	42.64
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To	Requisition 00006377-00 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	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
POLICE 4TH PRECINCT
8080 AIRPORT BLVD
MOBILE, AL 36608
Delivery Reference
TRAVESIA AGEE

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

Requisition Link

Requisition Total 18082.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	18082.64	4302861.30
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	02/26/23	DONALD ROSE	Auto approved by: 9105neej
Approved	02/26/23	SANDRA LEWIS	Auto approved by: 9105neej
Approved	02/26/23	KAREN NAMAN	Auto approved by: 9105neej
Approved	02/26/23	JOHN PAINE	Auto approved by: 9105neej
Approved	02/26/23	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	02/26/23	JAMES NEESE JR	

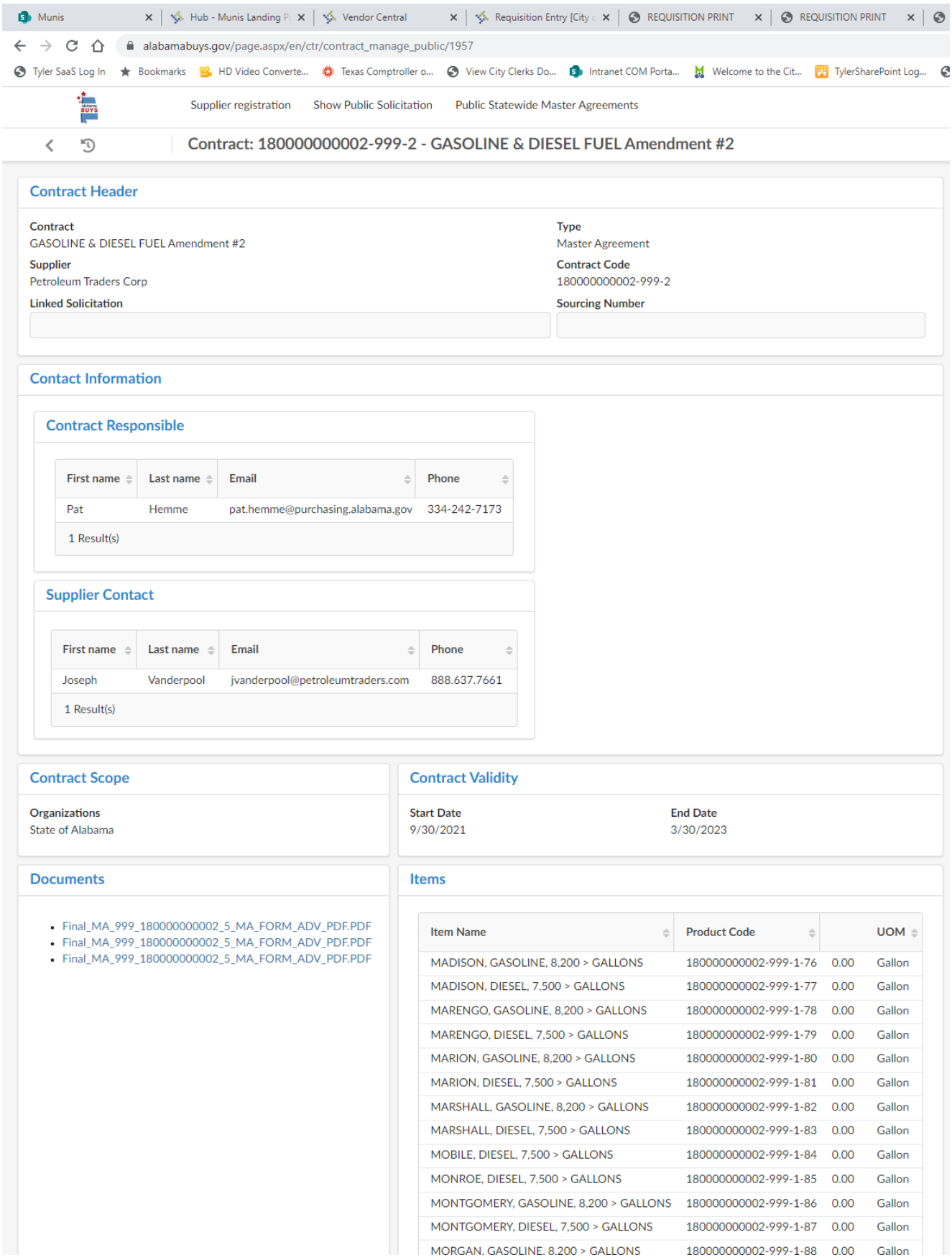
Bill To	Requisition 00006377-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/23	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature


Munis
Hub - Munis Landing P
Vendor Central
Requisition Entry [City
REQUISITION PRINT
REQUISITION PRINT
alabamabuys.gov/page.aspx/en/ctr/contract_manage_public/1957
Tyler SaaS Log In
Bookmarks
HD Video Converte...
Texas Comptroller o...
View City Clerks Do...
Intranet COM Porta...
Welcome to the Cit...
TylerSharePoint Log...
Supplier registration
Show Public Solicitation
Public Statewide Master Agreements
Contract: 180000000002-999-2 - GASOLINE & DIESEL FUEL Amendment #2
Contract Header
Contract
GASOLINE & DIESEL FUEL Amendment #2
Type
Master Agreement
Supplier
Petroleum Traders Corp
Contract Code
180000000002-999-2
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
MONROE, DIESEL, 7,500 > GALLONS
180000000002-999-1-85
0.00
Gallon
MONTGOMERY, GASOLINE, 8,200 > GALLONS
180000000002-999-1-86
0.00
Gallon
MONTGOMERY, DIESEL, 7,500 > GALLONS
180000000002-999-1-87
0.00
Gallon
MORGAN, GASOLINE, 8,200 > GALLONS
180000000002-999-1-88
0.00
Gallon

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

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

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

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

Typed by: ms Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

	TOTAL		

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

BID CONTINUATION SHEET

Page_____ of _____

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

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

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

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

QUANTITY	ARTICLES	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

Page _____ of _____

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

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Insight Public Sector for Apricot Essentials software and training for MPD Cyber.
General fund.

Amount of Contract:

$26,021.91

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230228 Insight Agenda Package POs	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:14 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Insight Public Sector

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Insight Public Sector for Apricot Essentials software and training for MPD Cyber.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $26,021.91

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
5014	2023	(1545) POLICE CYBER DIVISION	APRICOT ESSENTIALS CASE MANAGEMENT SOFTWARE AND SOCIAL SOLUTIONS TRAINING (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$26,021.91	(296399) INSIGHT PUBLIC SECTOR

Adopted:

_____

City Clerk

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 1

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- PER OMNIA PARTNERS #4400006644 AND YOUR QUOTE #0225831234. EMAIL SEAN.PHILLIPS@INSIGHT.COM			
001	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- SS-2022-112085 SOCIAL SOLUTIONS APRICOT 360 BUNDLE COVERAGE DATES: 09-JAN-2023 TO 09-JAN-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES (#4400006644) BILLING FREQUENCY: ANNUALLY FOR TERM OF CONTRACT Vendor Item Inventory Item/Loc 1723	1.00 EACH	15345.98000	15345.98
1	5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			15345.98

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

Deliver To
GULF COAST TECHNOLOGY CENTER
455 ST LOUIS ST. SUITE 2300

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 5028.10.00.0000.0000.0000.0000.0000.44010. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
INSIGHT PUBLIC SECTOR 6820 S HARL AVE TEMPE, AZ 85283 Tel#866-310-0184 Fax 480-761-7781	GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602 KEVIN.LEVY@CITYOFMOBILE.ORG Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes --- SS-2022-112085-1 Social Solutions Professional Service and Training Coverage dates: 09-Jan-2023 to 09-Jan-2024 OMNIA PARTNERS IT PRODUCTS & SERVICES (#4400006644) Billing Frequency: One-time cost, due 100% upfront Vendor Item Inventory Item/Loc 1723	1.00 EACH	10675.93000	10675.93
	1 5028.10.00.0000.0000.0000.0000.0000.44010. E G-ARPCVIP .OPERSUPPLS. .			10675.93
	Ship To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			
	Deliver To GULF COAST TECHNOLOGY CENTER 455 ST LOUIS ST. SUITE 2300 MOBILE, AL 36602			

Requisition Link

Requisition Total 26021.91

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

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

Account	Amount	Remaining Budget
E G-ARPCVIP .OPERSUPPLS. .	26021.91	1157343.59

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

Account	Amount	Remaining Budget
5028.10.00.0000.0000.0000.0000.0000.44010.	26021.91	

ARP GRANT EXP OFFICE SUPPLIES

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

Activity	Date	Clerk	Comment
Approved	02/01/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	02/01/23	NANCY NGUYEN	Auto approved by: 910519482
Approved	02/01/23	TRAVIS MARSHALL	
Approved	02/01/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	02/01/23	REBECCA CHRISTIAN	Auto approved by: 910519482
Approved	02/01/23	RANDY THREADGILL	Auto approved by: 910519482
Approved	02/15/23	TAYLOR HARRIS	Auto approved by: 910519482
Approved	02/15/23	TRAVIS MARSHALL	
Approved	02/15/23	LAPORTSIA NETTLES	Auto approved by: 910519482
Approved	02/15/23	REBECCA CHRISTIAN	Auto approved by: 910519482
Approved	02/15/23	RANDY THREADGILL	Auto approved by: 910519482
Rejected	02/13/23	ANNE FOLEY	NEEDS 2 LINES TO MATCH QUOTE.
Approved	02/15/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/15/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/15/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/15/23	JOHN PAINE	.
Approved	02/15/23	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	02/15/23	ANNE FOLEY	Auto approved by: 9105paij

Bill To	Requisition 00005014-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	5028.10.00.0000.0000.0000.0000.0000.44010.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
INSIGHT PUBLIC SECTOR	GULF COAST TECHNOLOGY CENTER
6820 S HARL AVE	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602
TEMPE, AZ 85283	KEVIN.LEVY@CITYOFMOBILE.ORG
Tel#866-310-0184	
Fax 480-761-7781	
	Deliver To
	GULF COAST TECHNOLOGY CENTER
	455 ST LOUIS ST. SUITE 2300
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/14/23	296399				POLICE CYBER DIVISION

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Insight Public Sector, Inc.

Technology Products, Equipment, Services, and Solutions

Overview

Contract Documentation

Our Services

Community Broadband

FAQs

Partners

Cybersecurity

Education

State & Local

Public Safety

ABOUT INSIGHT PUBLIC SECTOR

Insight Public Sector (Insight) simplifies IT procurement by providing the technologies, implementation skills and management expertise your organization needs. Insight's competitively solicited contract available to education institutions and government entities through OMNIA Partners ensures you receive their best overall government pricing on our broad portfolio of products and IT service solutions.

If you're seeking to equip, expand or upgrade your organization, we can help with:

- Hardware and software from the world's leading manufacturers
- Access to dependable, cost-effective solutions for IT procurement
- Planning, building and operating software, hardware & network infrastructures
- Comprehensive lifecycle & IT management services



Using Insight and OMNIA Partners for your IT procurement gives you access to a wide range of advantages, including:

- Insight's best overall government pricing
- 250,000+ IT hardware and software products on contract
- Complete services offerings available on contract
- A variety of financing options, including leasing on contract
- Access to Insight's free and easy-to-use contract web portal
- An IT provider with 17+ years of public sector service
- Insight's state-of-the-art integration lab & Remote Network Operations Center
- Assessment, design, deployment & maintenance throughout the IT lifecycle

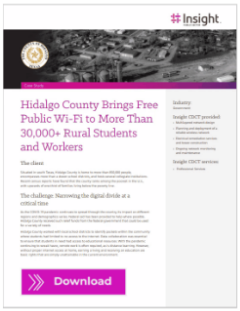
Contact Insight to learn more about how they can help your agency with public sector IT solutions.

REQUEST CONTRACT INFORMATION

Insight is hosting an esports contest until January 31, 2023! **Enter to win here!**



Hidalgo County Public WiFi Case Study



Contact Information

Email: OMNIA@insight.com
Phone: 800-546-0578

SUPPLIER WEBSITE

DocuSign Envelope ID: 6E077626-11DF-42F9-81A6-A22319EC9256

County of Fairfax, Virginia

AMENDMENT

Date: January 13, 2023

AMENDMENT NO. 7

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACTOR	SUPPLIER CODE	CONTRACT NO.
Insight Public Sector, Inc. 6820 South Harl Avenue Tempe, AZ 85283	1000000125	4400006644

By mutual agreement, Contract 4400006644 is extended for six (6) months at existing prices, terms and conditions, effective May 1, 2023 through October 31, 2023.

Provide a current Certification of Insurance (COI) in Accordance with the CONTRACT INSURANCE PROVISIONS within ten (10) days after receipt of the executed amendment.

ACCEPTANCE:

BY: Scott Friedlander
Scott Friedlander (Jan 9, 2023 10:13 EST)
(Signature)

SVP Insight Public Sector
(Title)

Scott Friedlander
(Printed)

Jan 9, 2023
(Date)

DocuSigned by:
Lee Ann Pender
E239B762E600465...
Lee Ann Pender
Director/County Purchasing Agent

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tanesha Sherrod/e
DIT – Michelle Breckenridge/e
Omnia – amy.smith@omniapartners.com
Contractor – robert.crigler@insight.com
Erica.falchetti@Insight.com
SLEDContracts@insight.com
Contract Specialist III – Yong Kim
ACS Team 1 – Chan Park

DS JP DS SP

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/procurement
Phone (703) 324-3201, **TTY:** 711, **Fax:** (703) 324-3228

Amendment 7

Final Audit Report 2023-01-09

Created:	2023-01-09
By:	Erica Falchetti (erica.falchetti@insight.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAACyMQ8cawXo3SFBt7lV2uDOgoZzBUnoFL

"Amendment 7" History

Document created by Erica Falchetti (erica.falchetti@insight.com)
2023-01-09 - 3:09:26 PM GMT- IP address: 198.187.200.254

Document emailed to scott.friedlander@insight.com for signature
2023-01-09 - 3:12:13 PM GMT

Email viewed by scott.friedlander@insight.com
2023-01-09 - 3:12:28 PM GMT- IP address: 72.83.157.213

Signer scott.friedlander@insight.com entered name at signing as Scott Friedlander
2023-01-09 - 3:13:43 PM GMT- IP address: 72.83.157.213

Document e-signed by Scott Friedlander (scott.friedlander@insight.com)
Signature Date: 2023-01-09 - 3:13:45 PM GMT - Time Source: server- IP address: 72.83.157.213

Agreement completed.
2023-01-09 - 3:13:45 PM GMT

NOTICE OF AWARD

Date: FEB 2 3 2016

CONTRACT TITLE: Technology Products, Services, Solutions, and Related Products and Services

CONTRACT NUMBER: 4400006644

RFx: RFP2000001701

NIGP CODES: 20453, 20454, 20464, 20491, 20625, 20654, 20656, 20678, 20687, 20811, 20827, 83885, 91828, 92024, 92031, 92037, 92045, 92047

CONTRACT PERIOD: May 1, 2016 through April 30, 2019

RENEWALS: Four (4) optional one year renewals
(or any combination of time equally not more than four years)

SUPERSEDES CONTRACT: 4400001195

CONTRACTOR:
Insight Public Sector, Inc.
6820 South Harl Avenue
Tempe, AZ 85283

SUPPLIER CODE:
1000000125

Contact: Erica Falchetti
Telephone: (800) 467-4448 x3071
E-mail: Erica.Falchetti@insight.com

TERMS: Net 30 Days

FOB: Destination

PRICES: See https://www.insight.com/insightweb/welcome and the Attached Pricing Summary

DPSM CONTACT: Lonnette Robinson, Contracts Specialist Supervisor
Telephone: 703-324-3281; TTY: 711
Fax: 703-324-3228
E-mail: Lonnette.Robinson@fairfaxcounty.gov

ORDERING INSTRUCTIONS:
Any County Department may enter into FOCUS (Fairfax County Unified System) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold ($10k) will be routed to DPSM and a purchase order will be executed.

Lonnette Robinson
Contracts Specialist Supervisor

DISTRIBUTION:
Finance – Accounts Payable/e
DIT – Tonya Mills/e
DIT – Ron Shoram/e
DPSM, ACS Team 1 – J. Waysome-Tomlin

PRICING SUMMARY

Cisco Product Line	Discount off MSRP (Government)		Discount off MSRP (Education)
Hardware/Software	36%		36%
Learning Credits	0%		0%
Cisco Technical and Maintenance Services (SKU based)	8%		8%
Cisco / Insight Advanced / Technical Services (SOW based)	0%		0%
SMARTnet	Incumbent	Non-Incumbent	All
	16%	8%	28%

Publisher	Cost Plus %
Microsoft	3.50%

PRICING SUMMARY

Percent Discount from Insight Price List:

Product Category	Description	Discount %
Cabling	Cables	8.9%
	Cables Custom	8.1%
Cloud	Cloud	1.0%
Imaging & Displays	Displays	1.5%
	Display Accessories	3.4%
	Projectors	3.3%
	Projector Accessories	3.3%
	Imaging Digital Cameras	2.9%
	Imaging Camcorders	2.8%
	Imaging Scanners	2.9%
	Imaging Accessories	5.0%
Personal Computing	Modems	3.1%
	Notebook Batteries	2.9%
	System Components	3.6%
	Keyboards & Mice	1.8%
	Desktops	0.2%
	Desktop Accessories	5.4%
	Notebooks	1.2%
	Notebook Accessories	3.8%
	Handhelds	2.8%
	Handheld Accessories	5.4%
	Mobile Phones	0.0%
	Mobile Phone Accessories	0.0%
	Memory Desktop	4.3%
	Memory Notebook	4.2%
	Memory Flash	4.4%
Printing/Imaging	Memory Printer/Fax	3.5%
	Printers Inkjet	1.7%
	Printers Laser	1.5%
	Printers Dot Matrix	1.8%
	Multi-Function	1.9%
	Fax Machine	1.9%
	Printers Wide Format	1.1%
	Printers Label	3.4%
	Printer Consumables	3.9%
	Cables Printer	6.9%
	Printer Accessories	3.6%

PRICING SUMMARY

Product Category	Description	Discount %
Printing/Imaging	POS Scanners	3.6%
	POS Displays	3.8%
	POS Accessories	4.1%
Power Related	Power UPS	1.3%
	Power Surge Protectors	5.5%
	Power Data Center	3.0%
	Power Accessories	4.6%
Networking	Memory Networking	4.0%
	Network Video	2.8%
	Wireless LAN Accessories	3.1%
	Wireless Accessories	3.4%
	Repeaters & Transceivers	2.7%
	10/100 Hubs & Switches	1.5%
	Gigabit Hubs & Switches	2.4%
	KVM	4.1%
	Bridges & Routers	2.5%
	Intrusion Detection	2.9%
	Hardware Firewalls	2.7%
	Telephony	2.0%
	Network Adapters	2.9%
	Networking Accessories	4.5%
	Networking Warranties	2.8%
	Networking Communication	2.9%
	Network Testing Equipment	2.3%
Servers & Data Center	Memory Server	4.0%
	Servers 1 Processor	3.0%
	Servers 2 Processor	2.3%
	Servers 4+ Processor	2.4%
	Servers Tower	2.4%
	Servers Blade	2.8%
	Server Accessories	2.9%
	Servers Unix	2.1%
Storage & Data Management	Hard Disks Fibre Channel	2.7%
	Hard Disks IDE/ATA/SAT	6.2%
	Hard Disks Notebook	2.8%
	Hard Disks SCSI	2.5%
	Hard Disks External	2.7%
	Disk Arrays	2.8%
	Disk Arrays JBOD	2.8%
	Drives Removable Disk	3.4%

PRICING SUMMARY

Product Category	Description	Discount %
Storage & Data Management (cont.)	Tape Drives DLT	2.9%
	Tape Drives DAT	2.8%
	Drives Magneto-Optic	2.7%
	Tape Drives SDLT	2.8%
	Tape Drives LTO/Ultra	2.9%
	Tape Drives Travan	2.8%
	Tape Drives 4mm	2.8%
	Tape Drives 8mm/VXA	4.8%
	Tape Drives AIT	2.5%
	Tape Autoloaders DLT	2.3%
	Tape Autoloaders DAT	2.8%
	Tape Autoloaders LTO	2.3%
	Tape Autoloaders AIT	2.8%
	Optical Drives CD-ROM	2.5%
	Optical Drives CD-RW	2.7%
	Optical Drives DVD/CD	0.3%
	Optical Drives DVD-R	3.1%
	Optical Drives DVD-R	2.8%
	Adapters Fibre Channel	2.5%
	Adapters FireWire/US	1.2%
	Adapters IDE/ATA/SAT	3.2%
	Adapters RAID	2.5%
	Adapters SCSI	0.3%
	Storage NAS	2.3%
	Storage SAN	2.7%
	Storage Accessories	3.2%
	Media 4mm Tape	4.8%
	Media AIT Tape	4.5%
	Media Optical	4.7%
	Media DAT Tape	4.8%
	Media DLT Tape	4.2%
	Media LTO/Ultrium Tape	4.0%
	Media Magneto-Optical	4.2%
	Media SLR Tape	4.5%
	Media Travan Tape	4.5%
	Media VXA Tape	4.0%
	Media Zip	4.0%
Software	Software Computer Security	2.8%
	Software Backup	2.8%
	Software Financial	2.8%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Software Spreadsheet	2.8%
	Software Business Application	2.8%
	Software Personal Organization	2.8%
	Software Cloning	2.8%
	Software Report Analysis	2.8%
	Software Handheld	2.8%
	Software Flow Chart	2.8%
	Software Word Processing	2.8%
	Software Barcode/OCR	2.8%
	Software CAD/CAM	2.8%
	Software Database	2.8%
	Software Web Development	2.8%
	Software Development	2.8%
	Software Collaboration	2.8%
	Software Graphic Design	2.8%
	Software Virtualization	2.8%
	Software Network OS	2.8%
	Software OS	2.8%
	Software Reference	2.8%
	Software Warranties	2.8%
	Software Utilities	2.8%
	Licensing Computer Security	2.0%
	Licensing Backup	2.0%
	Licensing Financial	2.0%
	Licensing Spreadsheet	2.0%
	Licensing Business Application	2.0%
	Licensing Personal Organization	2.0%
	Licensing Cloning	2.0%
	Licensing Report Analysis	2.0%
	Licensing Handheld	2.0%
	Licensing Flow Chart	2.0%
	Licensing Word Processing	2.0%
	Licensing Barcode/OC	2.0%
	Licensing CAD/CAM	2.0%
	Licensing Database	2.0%
	Licensing Web Development	2.0%
	Licensing Development	2.0%
	Licensing Collaboration	2.0%
	Licensing Graphic Design	2.0%
	Licensing Virtualization	2.0%

PRICING SUMMARY

Product Category	Description	Discount %
Software (cont.)	Licensing Network OS	2.0%
	Licensing OS	2.0%
	Licensing Reference	2.0%
	Licensing Warranties	2.0%
	Licensing Utilities	2.0%
Services	Service Parts	3.6%
	Miscellaneous Solutions	0.7%
	Service Charge	0.7%
	Managed Services	0.7%
	Lab Fees	0.7%
	PC Lab Order Service	0.7%
	Internal Lab Service	0.7%
	Advanced Integration	0.7%
	Electronic Services	0.7%
	Asset Disposal	0.7%
	Asset Management	0.7%
Training	Training Courses	0.7%
	Training Reference	0.7%
Warranties	Warranties Physical	1.5%
	Warranties Electronic	1.5%
	Complex Warranties	1.5%

PRICING SUMMARY

Service Categories	Discount off MSRP
Consulting Services	15%
Consulting Services focus on assisting clients with the development of specific strategies, assessments, planning, design and implementation of solutions. These services include (but are not limited to): Collaboration, Data Protection, Data Center, Insight:License Advisor (I:LA), Networking, Office Productivity, SAM Services and Cloud Professional Services.	
Deployment Services	15%
Deployment Services focus on assisting clients in deploying and maintaining their IT environment. Services involved include (but are not limited to) helping our clients successfully manage every component of their deployment project to ensure project timelines, budgetary requirements, and customer satisfaction goals are met or exceeded. These services include both single and multi-site deployments.	
Out-sourced Programs	15%
Insight's Out-sourced Programs provide on premise (on-site) and centralized (managed) resources to effectively selective-source IT lifecycle functions. Through these services, Insight provides our clients with support and management of their enterprise IT assets with published SLA's and flexible pricing options such as fixed, per-unit, per-seat or monthly. Services typically include service desk, hardware and software provisioning, desk-side support, infrastructure support, warehousing & logistics, and centralized device repairs.	
Maintenance Services	10%
For clients who need specific assistance with managing portions of their IT infrastructure, Insight offers our maintenance services programs. These include both Field and Remote Based service options.	
Lab/Integration Services	1%
Leverage Insight's certified technicians to perform a wide variety of services from software imaging and hardware configuration to complex builds of rack servers and networks in Insight's state-of-the-art ISO 9001:2008 certified labs. We offer the highest level of customization possible including large-scale rollouts of workstations, servers and connectivity equipment, as well as hot-swap programs.	
IT Asset Disposal	1%
Insight's Asset Disposal Service consists of a comprehensive end-to-end Asset Disposition program for a wide variety of electronic materials. This service allows our clients to responsibly and securely dispose of their obsolete IT asset inventory.	
Service Desk	1%
Insight's Service Desk is a global, cost-effective, 24x7x365 staffed solution with the flexibility and scalability designed to meet business requirements and support end users effectively. Support services can be provided as a remote service from one of our on-shore services centers, as a dedicated on-site service, or as a hybrid model.	

PRICING SUMMARY

	Service Categories	Discount off MSRP
Remote Network and Security Managed Services		1%
Through our Remote Networking Services, Insight provides our clients with 24/7 proactive monitoring and management of client network infrastructure which includes expert troubleshooting, network project support, day-to-day administration and operational reporting.		
Other Services Not Listed Above		1%
As may be offered by Insight from time to time.		

Labor Category	Functional Roles (Sample Titles)	Insight MSRP				Discount off MSRP	Contract Price			
		Market Tier					Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
A	Business Analyst I, Project Coordinator (Technical), Service Technician	$57.60	$61.20	$78.00	$79.56	15%	$48.96	$52.02	$66.30	$67.63
B	Business Analyst II, Service Technician Sr.	$63.60	$67.20	$74.40	$87.36	15%	$54.06	$57.12	$63.24	$74.26
C	Supervisor Services, Project Coordinator Sr. (Technical), Business Analyst Sr.	$79.20	$80.40	$104.40	$104.52	15%	$67.32	$68.34	$88.74	$88.84
D	Engineer	$90.00	$91.20	$112.80	$118.56	15%	$76.50	$77.52	$95.88	$100.78
E	Project Manager (Technical)	$108.00	$108.00	$135.60	$140.40	15%	$91.80	$91.80	$115.26	$119.34
F	Consultant I	$150.00	$156.00	$174.00	$202.80	20%	$120.00	$124.80	$139.20	$162.24
G	Engineer Sr.	$126.00	$127.20	$157.20	$165.36	15%	$107.10	$108.12	$133.62	$140.56
H	Project Manager Sr. (Technical), Manager Services	$144.00	$150.00	$182.40	$195.00	15%	$122.40	$127.50	$155.04	$165.75
I	Project Coordinator (Consulting), Consultant II, Consultant I (Contact Center)	$174.00	$180.00	$198.00	$234.00	15%	$147.90	$153.00	$168.30	$198.90
J	Consultant Sr., Consultant II (Contact Center)	$198.00	$210.00	$234.00	$273.00	20%	$158.40	$168.00	$187.20	$218.40

PRICING SUMMARY

Labor Category	Functional Roles (Sample Titles)	Insight MSRP Market Tier				Discount off MSRP	Contract Price Market Tier			
		Tier 1	Tier 2	Tier 3	Tier 4		Tier 1	Tier 2	Tier 3	Tier 4
K	Project Coordinator Sr. (Consulting), Sr. Manager Services	$198.00	$201.60	$211.20	$262.08	15%	$168.30	$171.36	$179.52	$222.77
L	Architect I, Manager Programs, Project Manager (Consulting)	$210.00	$222.00	$246.00	$288.60	15%	$178.50	$188.70	$209.10	$245.31
M	Architect II , Project Manager Sr. (Consulting)	$234.00	$246.00	$270.00	$319.80	15%	$198.90	$209.10	$229.50	$271.83
N	Architect Sr., Architect I (Contact Center)	$258.00	$270.00	$300.00	$351.00	15%	$219.30	$229.50	$255.00	$298.35
O	Architect II (Contact Center)	$300.00	$300.00	$300.00	$300.00	15%	$255.00	$255.00	$255.00	$255.00
P	Sr. Architect (Contact Center)	$330.00	$330.00	$330.00	$330.00	15%	$280.50	$280.50	$280.50	$280.50
Q	Specialty	$370.50	$390.00	$432.90	$507.00	15%	$314.93	$331.50	$367.97	$430.95

PRICING SUMMARY

Geographic Market Tiers – Updated 12/10/15 Tier 1	Tier 2	Tier 3	Tier 4
Atlanta, GA	Albuquerque, NM	Baltimore, MD	New York, NY
Austin, TX	Arlington, TX	Boston, MA	Oakland, CA
Charlotte, NC	Bakersfield, CA	Chicago, IL	San Francisco, CA
Columbus, OH	Cleveland, OH	Fresno, CA	San Jose, CA
Dallas, TX	Colorado Springs, CO	Long Beach, CA	
El Paso, TX	Denver, CO	Los Angeles, CA	
Fort Worth, TX	Detroit, MI	Minneapolis, MN	
Houston, TX	Kansas City, MO	Philadelphia, PA	
Indianapolis, IN	Las Vegas, NV	Portland, OR	
Jacksonville, FL	Miami, FL	Sacramento, CA	
Louisville, KY	Milwaukee, WI	San Diego, CA	
Memphis, TN	New Orleans, LA	Seattle, WA	
Nashville, TN	Phoenix, AZ	Virginia Beach, VA	
Oklahoma City, OK	Raleigh, NC	Washington, DC	
Omaha, NE	Tucson, AZ		
San Antonio, TX			
St. Louis, MO			
Tampa, FL			
Tulsa, OK			
Wichita, KS			

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 Ford F150 Supercrew pickup trucks for Facility Maintenance
General fund.

Amount of Contract:

$75,594.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 Stivers Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:12 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Stivers Ford Lincoln Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Stivers Ford Lincoln Inc for 2 Ford F150 Supercrew pickup trucks for Facility Maintenance
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $75,594.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL State contract

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
6112	2023	(F7000) MOTOR POOL	2 FORD F150 SUPERCREW PICKUP TRUCKS FOR FACILITY MAINTENANCE (AL STATE CONTRACT)	$75,594.00	(292393) STIVERS FORD LNCOLN INC

Adopted:

_____
City Clerk

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	1/2 TON PICKUP TRUCK AS SPECIFIED: 2023 FORD F150 SUPERCREW 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER. AS PER STATE CONTRACT T191 MASTER AGREEMENT MA220000003128-14 MODEL SERIES W1C	2.00 EACH	37453.00000	74906.00

Additional Description Notes

2023 FORD F150 SUPERCREW 4X2, 5.0 V8 ENGINE, APPEARANCE PACKAGE - 17" SILVER PAINTED ALUMINUM WHEELS; CHROME FRONT AND REAR BUMPER; FOG LAMPS , TRAILER TOW PACKAGE - CLASS IV RECEIVER HITCH, 4/7 PIN CONNECTOR, TRAILER BRAKE CONTROLLER.
STATE CONTRACT T191. REQUESTED BY 3035 FACILITY MAINTENANCE.

1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .	74906.00

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

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
002	FREIGHT	2.00 EACH	344.00000	688.00
	Additional Description Notes --- PRICE TO SELIVER EACH VEHICLE TO THE CITY OF MOBILE 172 MILES X $2.00 PER MILE Vendor Item Inventory Item/Loc 14009			
	1 7000.40.20.0000.0000.2070.0000.0000.47120. E MP03035 .VEHICLEEXP. .			688.00
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference DIANE CARTER-MCCARTY			
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
STIVERS FORD LINCOLN INC 4000 EASTERN BLVD MONTGOMERY, AL 36116 Tel#334-613-5000 Fax 334-613-5018	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Requisition Total			75594.00

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

Account	Amount	Remaining Budget
E MP03035 .VEHICLEEXP. .	75594.00	17868.03

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	75594.00	
MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)		

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

Activity	Date	Clerk	Comment
Approved	02/17/23	CHARLES SUMRALL	Adding New Units to there depa
Approved	03/01/23	CHARLES SUMRALL	Reviewed and approve
Approved	02/23/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	02/23/23	JAMES DELAPP	
Approved	02/23/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	03/01/23	SHONNDA SMITH	Auto approved by: 910518527
Approved	03/01/23	JAMES DELAPP	
Approved	03/01/23	CASI CALLAWAY	Auto approved by: 910518527
Approved	02/27/23	DONALD ROSE	Auto approved by: 9105paij
Approved	02/27/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	02/27/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	02/27/23	JOHN PAINE	
Approved	02/27/23	MICHAEL SPAFFORD	Auto approved by: 9105paij
Approved	03/01/23	DONALD ROSE	Auto approved by: 9105paij
Approved	03/01/23	SANDRA LEWIS	Auto approved by: 9105paij
Approved	03/01/23	KAREN NAMAN	Auto approved by: 9105paij
Approved	03/01/23	JOHN PAINE	

Bill To	Requisition 00006112-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
STIVERS FORD LINCOLN INC	MOTOR POOL
4000 EASTERN BLVD	745 BROAD STREET
	MOBILE, AL 36604
MONTGOMERY, AL 36116	CARTERD@CITYOFMOBILE.ORG
Tel#334-613-5000	Delivery Reference
Fax 334-613-5018	DIANE CARTER-MCCARTY
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/23	292393	02/16/23			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Approved 03/01/23 MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Stivers Ford

Type
Master Agreement

Supplier
Stivers Ford Lincoln

Contract Code
MA220000003128

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

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
David	Maddox	dmaddox@stiversonline.com	8333173566

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/15/2022

End Date
6/14/2023

Documents

- Updated Ford_Bid_specs T191 5-23-22.pdf

Items

- Ford 2023 Order Bank Opening Updates.pdf
- Updated_Ford-T191_All_T___C_-_5-23-22 (3).pdf
- Master_Agreement_V2 (5).pdf
- Stivers Ford Disclosure and E Verify.pdf

Item Name	Product Code		UOM
Ford Explorer	220000003128-3	33,098.00	Each
Ford Maverick	220000003128-6	21,360.00	Each
Ford Transit Cargo Van	220000003128-10	38,060.00	Each
Ford F150 Super Cab 4WD Short Bed	220000003128-13	33,688.00	Each
Ford F150 Super Crew 2WD Short Bed	220000003128-14	33,643.00	Each
Ford F150 Super Crew 4WD Short Bed	220000003128-15	37,087.00	Each
Ford F250 Super Duty Super Cab 2WD	220000003128-16	38,958.00	Each
Ford Diesel Engine Upgrade	220000003128-17	8,551.00	Each
Ford F250 Super Duty Super Cab 4WD	220000003128-18	41,108.00	Each
Ford Diesel Engine Upgrade	220000003128-19	9,301.00	Each
Ford F250 Super Duty Crew Cab 2WD	220000003128-20	40,101.00	Each
Ford Diesel Engine Upgrade	220000003128-21	8,551.00	Each
Ford F250 Super Duty Crew Cab 4WD	220000003128-22	42,238.00	Each
Ford Diesel Engine Upgrade	220000003128-23	9,301.00	Each
Ford F350 Super Duty Super Cab 2WD	220000003128-24	39,862.00	Each

1 2 ›

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Software Vendor for annual renewal of security information and event management platform service for MIT.

General fund.

Amount of Contract:

$21,060.00

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 SIEM Agenda Summary POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:20 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Software Vendor

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Software Vendor for annual renewal of security information and event management platform service for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $21,060.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt under AL Code 41-16-51(a)(15)

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
6451	2023	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF SECURITY INFORMATION AND EVENT MANAGEMENT PLATFORM SERVICE FOR MIT (BID EXEMPT AL CODE 41-16-51(A)(15)	$21,060.00	(297326) SOFTWARE VENDOR

Adopted:

_____

City Clerk

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes PLEASE DO NOT DISCLOSE SOFTWARE OR VENDOR'S NAME, THIS IS VERY SENSITIVE REFERENCE: 20210727-192430439 PER STATE OF ALABAMA BID LAW SPECIAL EXEMPTION 41.16.51(a)(15)			
1	Standard Plan: (1 Year Agreement) • 001 (Consumption Tier: 500 GB Monthly)	1.00 EACH	21060.00000	21060.00
	o			
1	1000.10.23.5000.5000.5000.0000.0000.42150.			21060.00

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
CHATU

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

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

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 21060.00

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

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42150.		
	21060.00	1398509.09
INFORMATION TECHNOLOGY EXP MAINTENANCE & REPAIRS		

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

Activity	Date	Clerk	Comment
Approved	02/28/23	GREG HOLLIDAY	Auto approved by: 91057606
Approved	02/28/23	MARK PEARSON	Auto approved by: 91057606
Approved	02/28/23	SCOTT KEARNEY	
Approved	02/28/23	UDARA JAYASENA	Auto approved by: 91057606
Queued	02/28/23	DONALD ROSE	
Queued	02/28/23	SANDRA LEWIS	
Queued	02/28/23	KAREN NAMAN	

Bill To	Requisition 00006451-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
THINKGARD LLC	MIT
160 YEAGER PARKWAY	651 CHURCH STREET
SUITE 200	
	MOBILE, AL 36602
PELHAM, AL 35124	ASHLEY.TODD@CITYOFMOBILE.ORG
	Delivery Reference
Tel#205-240-9245	CHATU
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/28/23	297326	02/28/23			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Queued 02/28/23 JOHN PAINE			
	Queued 02/28/23 MICHAEL SPAFFORD			

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Interface Americas, Inc. for new flooring for Revenue Dept.
Capital Construction fund.

Amount of Contract:

$126,230.86

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 Interface Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:16 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Interface Americas, Inc.

PURPOSE & SCOPE OF PROJECT:
Approve issuance of purchase order to Interface Americas, Inc. for new flooring for Revenue Dept. Capital Construction fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $126,230.86

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
4332	2023	(3032) ARCHITECTURAL ENGINEERING	FLOORING REPLACEMENT FOR REVENUE DEPARTMENT (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$126,230.86	(297858) INTERFACE AMERICAS, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	INTERFACE CARPET TILES; HEAD OVER HEELS, BACKING, COLOR-270798-002N-D CUSTOM M0854	119.60 SQUAREYARD	38.42000	4595.03
	Additional Description Notes			
	PER YOUR QUOTE #010623-2, DATED 01.06.23; SOURCEWELL CONTRACT #080819-IFA; STATE OF FL 30161700-20-ACS			
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			4595.03
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
002	INTERFACE CARPET TILES, BLACK SEA 701, COLOR 102888	173.42 SQUAREYARD	43.92000	7616.61
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			7616.61

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

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

003	INTERFACE CARPET TILES, BLACK SEA 702, COLOR 105896	221.26 SQUAREYARD	39.57000	8755.26
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			8755.26

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

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	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
01/12/23	297858				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			
004	INTERFACE CARPET TILES, BLACK SEA 703, COLOR 103961	454.48 SQUAREYARD	38.03000	17283.87
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			17283.87
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
005	INTERFACE MODULAR RELILIENT FLOORING, CRITERION CLASSICS WOVENS, COLOR FLAX C00301	968.76 SQ FT	2.00000	1937.52

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1937.52

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

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

006	INTERFACE MODULAR RESILIENT FLOORING, LVT CONTAINER SURCHARGE	968.76 SQ FT	0.35000	339.07
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			339.07

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
007	ADHESIVE 2000 PLUS; 4-GAL PAIL	9.00 EACH	153.61000	1382.49
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1382.49
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 6

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
008	ADHESIVE 3800, 4 GAL PAIL	2.00 EACH	185.96000	371.92
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			371.92
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
009	REMOVAL - LVT	832.00 SQ FT	0.75000	624.00
1	2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 7

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			624.00

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

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

010	REMOVAL - BROADLOOM	836.00 YARD	3.20000	2675.20
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			2675.20

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

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				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			
011	REMOVAL OF COVE BASE (LABOR ONLY)	2400.00 LINEARFOOT	0.60000	1440.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1440.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
012	DISPOSAL OF CARPET	836.00 YARD	2.40000	2006.40

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			2006.40

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

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

013	DISPOSAL OF RESILIENT FLOORING	832.00 SQ FT	0.30000	249.60
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			249.60

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

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 10

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				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			
014	INSTALLATION OF CARPET TILE	836.00 YARD	7.50000	6270.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			6270.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
015	INSTALLATION INCLUDING NIGHTS/SAT - CPT	836.00 YARD	9.38000	7841.68

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 11

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			7841.68

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

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

016	LVT INSTALLATION	832.00 SQ FT	2.10000	1747.20
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1747.20

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 12

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
017	INSTALLATION INCLUDING NIGHT/SAT - LVT	832.00 SQ FT	2.63000	2188.16
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			2188.16
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 13

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
018	FLOOR PREP, ADHESIVE REMOVAL	7641.00 SQ FT	1.30000	9933.30
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			9933.30
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
019	FLOOR PREP, SELF LEVEL MAT'L & LABOR	916.00 SQ FT	1.75000	1603.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 14

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E E0031 .CONSTRUCTN. .			1603.00

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

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

020	FLOOR PREP MOISTURE MITIGATOR	350.00 SQ FT	3.65000	1277.50
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			1277.50

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

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 15

Vendor	Ship To
INTERFACE AMERICAS, INC. 1503 ORCHARD HILL ROAD LAGRANGE, GA 30240 Tel#706-812-6125	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
01/12/23	297858				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			
021	COVE BASE - SUPPLY & INSTALL 6" BASE	2400.00 LINEARFOOT	3.05000	7320.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			7320.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
022	TRAINSITIONS- SUPPLY & INSTALL	80.00 LINEARFOOT	5.75000	460.00

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 16

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			460.00

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

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

023	FLOOR PRIMER LABOR (O/M)	526.00 SQ FT	0.30000	157.80
1	2000.80.00.0000.0000.0000.0000.0000.48010.			
	E E0031 .CONSTRUCTN. .			157.80

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

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 17

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				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			
024	FURNITURE LIFT SERVICE (LABOR ONLY)	963.00 YARD	17.00000	16371.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			16371.00
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER			
	Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
025	HOURLY RATE FOR SERVICES NOT LISTED (NON-OT)	174.00 HOUR	89.70000	15607.80

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 18

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			15607.80
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
026	MARKUP FOR MATERIALS NOT LISTED (20% ADD ON)	50.00 EACH	36.00000	1800.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			1800.00

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 19

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
027	MOISTURE TESTING	5.00 EACH	126.50000	632.50
1	2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			632.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 20

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
028	MATERIAL FREIGHT	1.00 EACH	787.50000	787.50
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E E0031 .CONSTRUCTN. .			787.50
	Ship To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644 Delivery Reference BRENDA PARKER Deliver To ARCHITECTURAL ENGINEERING 205 GOVERNMENT STREET 5TH FLR S TOWER ROOM 546 MOBILE, AL 36644			
029	INTERFACE CARPET TILES, BLACK SEA 703	77.74 YARD	38.03000	2956.45
	1 2000.80.00.0000.0000.0000.0000.0000.48010.			

Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 21

Vendor
INTERFACE AMERICAS, INC.
1503 ORCHARD HILL ROAD

LAGRANGE, GA 30240

Tel#706-812-6125

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

Delivery Reference
BRENDA PARKER

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E	E0031 .CONSTRUCTN. .			2956.45

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

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

Requisition Link

Requisition Total 126230.86

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

Account	Amount	Remaining Budget
E E0031 .CONSTRUCTN. .	126230.86	769.14

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	126230.86	1398509.09

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment

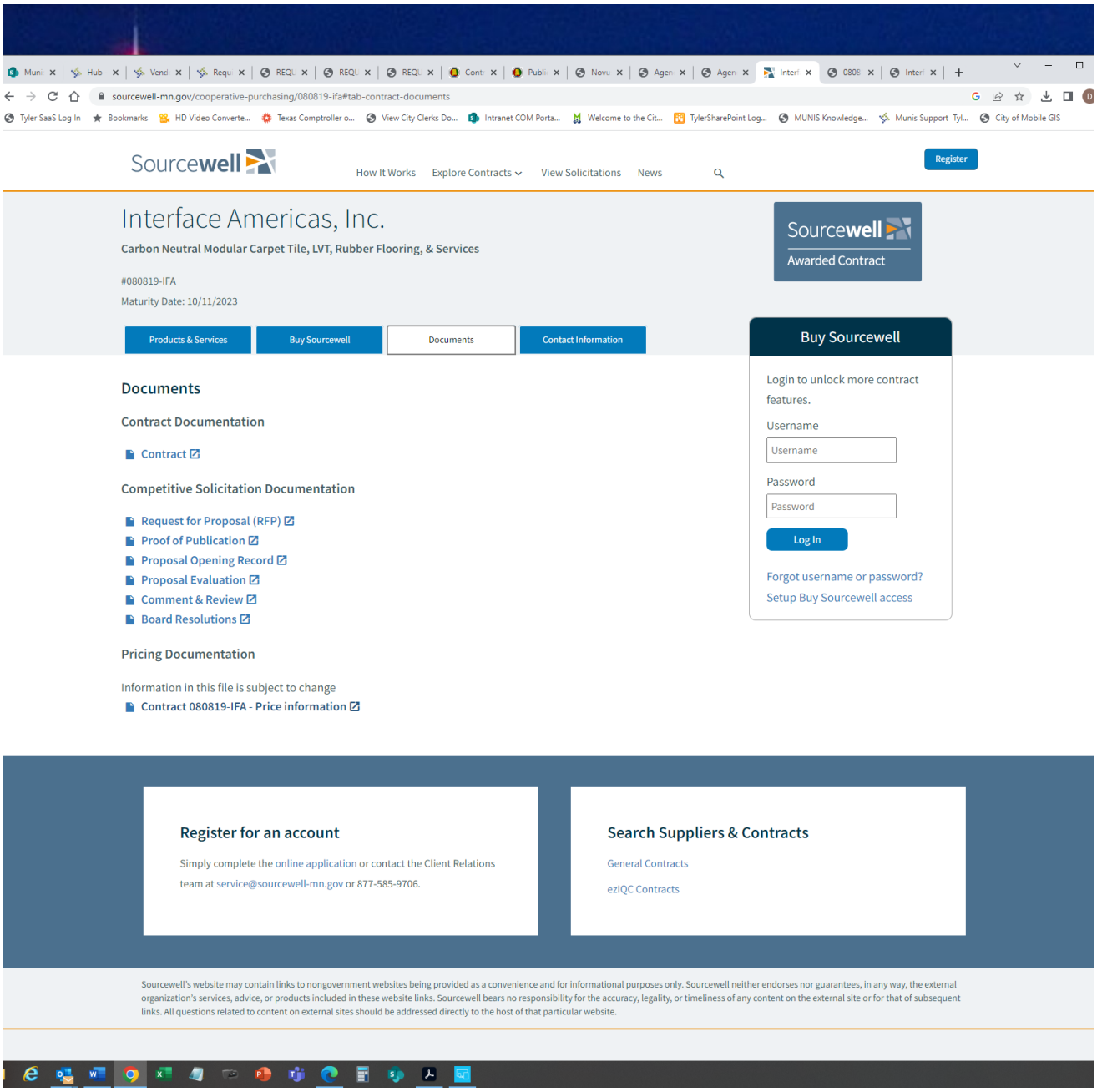
Bill To	Requisition 00004332-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 22

Vendor	Ship To
INTERFACE AMERICAS, INC.	ARCHITECTURAL ENGINEERING
1503 ORCHARD HILL ROAD	205 GOVERNMENT STREET
	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
LAGRANGE, GA 30240	
Tel#706-812-6125	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
01/12/23	297858				ARCHITECTURAL ENGINEERING

LN	Description / Account		Qty	Unit Price	Net Price
	Approved 01/15/23	DONNA BRYARS			
	Approved 01/17/23	BRENDA RHODES			
	Approved 01/17/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved 01/17/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved 02/24/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved 02/24/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved 02/24/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved 02/24/23	JOHN PAINE			
	Approved 02/24/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature


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Carbon Neutral Modular Carpet Tile, LVT, Rubber Flooring, & Services
#080819-IFA
Maturity Date: 10/11/2023
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Agreement Holder: Sourcewell

Agreement No. 080819-IFA

Price List Term: Active 03/01/2023

Interface®

CARBON NEUTRAL FLOORING ™

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1388202500	AE310	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	138830AK00	AE311	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	1389102500	AE312	(i2) Aerial	GlasBac®	50cm x 50cm	SY	$86.40	68%	$27.87
Interface Carpet Tile	163110AK00	AE313	(i2) Aerial	GlasBac®	25cm x 1m	SY	$88.10	68%	$28.42
Interface Carpet Tile	163230AK00	AE315	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	163270AK00	AE317	(i2) Aerial	GlasBac®	25cm x 1m	SY	$86.40	68%	$27.87
Interface Carpet Tile	138980AK00	Afternoon Light	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	125220AK00	Aglow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1391202500	Alliteration		GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	139120AB00	Alliteration (P)		GlasBac®	50cm x 1m	SY	$143.28	68%	$46.22
Interface Carpet Tile	147600AK00	Angle Up	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1312302500	Apple Of My Eye	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1266502500	B601	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$188.05	68%	$60.66
Interface Carpet Tile	1266702500	B602	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	1266802500	B603	(i2) Net Effect	GlasBac® RE	50cm x 50cm	SY	$152.86	68%	$49.31
Interface Carpet Tile	126560AK00	B701	Net Effect	GlasBac® RE	25cm x 1m	SY	$149.76	68%	$48.31
Interface Carpet Tile	126620AK00	B702	Net Effect	GlasBac® RE	25cm x 1m	SY	$134.94	68%	$43.53
Interface Carpet Tile	124970AK00	B703	Net Effect	GlasBac®	25cm x 1m	SY	$129.70	68%	$41.84
Interface Carpet Tile	1427402500	Bee's Knees	Let it Bee	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1231702500	Bertola	Pietra	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	125410AK00	Binary Code	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	161680AK00	Bitrate	Streaming	GlasBac®	25cm x 1m	SY	$105.03	68%	$33.88
Interface Carpet Tile	1248102500	Blended	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.03	68%	$38.72
Interface Carpet Tile	161810AB00	BOuQUET	Suite Serenity	CQuest™ GB	50cm x 1m	SY	$157.67	68%	$50.86
Interface Carpet Tile	146850AK00	BP410	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	146860AK00	BP411	Bike Path	GlasBac®	25cm x 1m	SY	$94.08	68%	$30.35
Interface Carpet Tile	1466702500	Brescia	Pietra	GlasBac® RE	50cm x 50cm	SY	$128.28	68%	$41.38
Interface Carpet Tile	1504902500	Bridge Creek	Granite Mountain	CQuest GB	50cm x 50cm	SY	$163.68	68%	$52.80
Interface Carpet Tile	1234702500	Broadleaf	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471602500	Broadleaf Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	1417302500	Broome Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$175.31	68%	$56.55
Interface Carpet Tile	1247902500	Broomed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	139230AK00	Brownstone (P)	Second Story	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	1247802500	Brushed	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	131030AK00	Cactus Grooves	Desert Scapes	GlasBac®	25cm x 1m	SY	$110.83	68%	$35.75
Interface Carpet Tile	1264202500	Cambria	(i2)	GlasBac®	50cm x 50cm	SY	$177.82	68%	$57.36
Interface Carpet Tile	127950AK00	CE171	Ceremony	GlasBac®	25cm x 1m	SY	$116.65	68%	$37.63
Interface Carpet Tile	138880AK00	CE172	Ceremony	GlasBac®	25cm x 1m	SY	$143.93	68%	$46.43
Interface Carpet Tile	127960AK00	CE173	Ceremony	GlasBac®	25cm x 1m	SY	$162.01	68%	$52.26
Interface Carpet Tile	139300AK00	Circuit Board	Visual Code	GlasBac®	25cm x 1m	SY	$153.39	68%	$49.48
Interface Carpet Tile	1394102500	Classic Seven	Second Story	GlasBac®	50cm x 50cm	SY	$131.47	68%	$42.41
Interface Carpet Tile	1378902500	Cloud Cover	View From Above	GlasBac®	50cm x 50cm	SY	$89.67	68%	$28.93
Interface Carpet Tile	1462502500	CT101	(i2) Common Theme	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1425702500	CT102	Common Theme	GlasBac®	50cm x 50cm	SY	$131.16	68%	$42.31
Interface Carpet Tile	146570AK00	CT111	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$134.45	68%	$43.37
Interface Carpet Tile	123770AK00	CT112	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$136.56	68%	$44.05
Interface Carpet Tile	123780AK00	CT113	(i2) Common Theme	GlasBac®	25cm x 1m	SY	$142.66	68%	$46.02
Interface Carpet Tile	1380102500	Cubic	(i2)	GlasBac®	50cm x 50cm	SY	$83.62	68%	$26.98
Interface Carpet Tile	1382902500	Cubic Colours	(i2)	GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	139310AK00	Darning	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139330AK00	Decibel	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	1466602500	Detours		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	1472302500	Detours Ahead		GlasBac®	50cm x 50cm	SY	$90.24	68%	$29.11
Interface Carpet Tile	125720AK00	Diamond Dream	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	139380AK00	Digitized Tuft	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	150250AK00	Diminuendo (DL910)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$112.00	68%	$36.13
Interface Carpet Tile	1427502500	Dover Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	161910AK00	Drawn Thread	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	138940AK00	Driftwood	(i2)	GlasBac®	25cm x 1m	SY	$107.76	68%	$34.76
Interface Carpet Tile	124950AK00	Duo		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1256002500	Duplex	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1680102500	DYNAMIC DUO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	131260AK00	Eben	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1619302500	Edge	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	1464802500	Entropy	(i2)	GlasBac®	50cm x 50cm	SY	$116.92	68%	$37.72
Interface Carpet Tile	1383202500	Exposed	(i2)	GlasBac®	50cm x 50cm	SY	$107.14	68%	$34.56
Interface Carpet Tile	1234802500	Farmland	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471502500	Farmland Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	148290AK00	Ferris	Beaumont Range	GlasBac®	25cm x 1m	SY	$151.13	68%	$48.75
Interface Carpet Tile	1286502500	Flagstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$109.93	68%	$35.46
Interface Carpet Tile	1504802500	Flat Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	125550AK00	French Seams	World Woven	GlasBac®	25cm x 1m	SY	$107.42	68%	$34.65
Interface Carpet Tile	150320AK00	Future Woven	Thread Story	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	19DR402500	Gather	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43
Interface Carpet Tile	141770AK00	Geisha Gather	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	147260AK00	Glazing	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	131100AK00	Glisten	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1619402500	Gridlock	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	1248002500	Grooved	Concrete Mix	GlasBac®	50cm x 50cm	SY	$120.22	68%	$38.78
Interface Carpet Tile	1472502500	Ground	Global Change	GlasBac®	50cm x 50cm	SY	$97.95	68%	$31.60
Interface Carpet Tile	138730AK00	Ground Waves	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	163130AK00	Ground Waves Verse	(i2)	GlasBac®	25cm x 1m	SY	$102.27	68%	$32.99
Interface Carpet Tile	139320AK00	Haptic	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139290AK00	Hard Drive	(i2) Visual Code	GlasBac®	25cm x 1m	SY	$174.07	68%	$56.15
Interface Carpet Tile	138720AK00	Harmonize	(i2)	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	1287302500	Head In The Clouds	View From Above	GlasBac®	50cm x 50cm	SY	$153.39	68%	$49.48
Interface Carpet Tile	1311902500	Heart Songs	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312102500	Heart Strings	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1312402500	Heartthrob	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	127610AK00	HN810	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	124980AK00	HN820	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$149.73	68%	$48.30
Interface Carpet Tile	126020AK00	HN830	Human Nature	GlasBac®	25cm x 1m	SY	$199.73	68%	$64.43
Interface Carpet Tile	127620AK00	HN840	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$213.50	68%	$68.87
Interface Carpet Tile	127600AK00	HN850	(i2) Human Nature	GlasBac® RE	25cm x 1m	SY	$223.05	68%	$71.95
Interface Carpet Tile	1472702500	Honey Do	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1472802500	Honey Don’t	(i2) Let it Bee	GlasBac®	50cm x 50cm	SY	$98.74	68%	$31.85
Interface Carpet Tile	1473002500	Ice Breaker	(i2)	GlasBac®	50cm x 50cm	SY	$90.68	68%	$29.25
Interface Carpet Tile	150270AK00	Intermedio (DL909)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$131.47	68%	$42.41
Interface Carpet Tile	125230AK00	Just Deserts	Desert Scapes	GlasBac®	25cm x 1m	SY	$186.00	68%	$60.00
Interface Carpet Tile	125400AK00	Karmic Relief	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1286402500	Kerbstone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1465402500	Layout	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$114.91	68%	$37.07
Interface Carpet Tile	1312202500	Lighthearted	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	161890AK00	Loom of Life	Thread Story	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	131110AK00	Luminescent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1468302500	Main Line		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	131150AK00	Mantle Rock	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1382002500	Mantra		GlasBac®	50cm x 50cm	SY	$127.26	68%	$41.05
Interface Carpet Tile	1618302500	Meadowland	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	19DR302500	Meet	First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1385602500	Menagerie II		GlasBac®	50cm x 50cm	SY	$129.95	68%	$41.92
Interface Carpet Tile	1427902500	Mercer Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	131250AK00	Mesa	Beaumont Range	GlasBac®	25cm x 1m	SY	$92.69	68%	$29.90
Interface Carpet Tile	1251802500	Mile Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	163300AK00	Mirano	Suite Serenity	CQuest™ GB	25cm x 1m	SY	$93.29	68%	$30.10
Interface Carpet Tile	1680302500	MIRROR MIRROR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1385702500	Monochrome		GlasBac® RE	50cm x 50cm	SY	$130.54	68%	$42.11
Interface Carpet Tile	1286102500	Moss	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1286202500	Moss in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$173.85	68%	$56.08
Interface Carpet Tile	1505002500	Mountain Rock	Granite Mountain	CQuest GB	50cm x 50cm	SY	$172.76	68%	$55.73
Interface Carpet Tile	139400AK00	Naturally Weathered	(i2)	GlasBac®	25cm x 1m	SY	$89.67	68%	$28.93
Interface Carpet Tile	128990AK00	Naturer's Course	(i2)	GlasBac®	25cm x 1m	SY	$109.80	68%	$35.42
Interface Carpet Tile	163250AK00	Neighborhood Blocks	(i2) Aerial	GlasBac®	25cm x 1m	SY	$92.75	68%	$29.92
Interface Carpet Tile	163260AK00	Neighborhood Smooth	(i2) Aerial	GlasBac®	25cm x 1m	SY	$90.92	68%	$29.33
Interface Carpet Tile	138760AK00	NF400	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$127.22	68%	$41.04
Interface Carpet Tile	127860AK00	NF401	(i2) Near & Far	GlasBac® RE	25cm x 1m	SY	$228.35	68%	$73.66
Interface Carpet Tile	1287202500	Night Flight	View From Above	GlasBac®	50cm x 50cm	SY	$100.25	68%	$32.34
Interface Carpet Tile	138670AK00	Nimbus	(i2) Nimbus	GlasBac®	25cm x 1m	SY	$127.91	68%	$41.26
Interface Carpet Tile	150110AK00	Obligato (DL908)	Perfect Pitch	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	138740AK00	Off Line		GlasBac®	25cm x 1m	SY	$120.19	68%	$38.77
Interface Carpet Tile	1427302500	Old Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138700AK00	On Line		GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	163360AK00	Open Air 401	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163320AK00	Open Air 402	Open Air	GlasBac®	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1633102500	Open Air 403	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310802500	Open Air 403 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310602500	Open Air 403 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633302500	Open Air 404	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1310902500	Open Air 404 Accent	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1310702500	Open Air 404 Transition	Open Air	CQuest™ GB	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1633402500	Open Air 405	Open Air	GlasBac®	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	163370AK00	Open Air 407	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163380AK00	Open Air 408	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163390AK00	Open Air 409	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163400AK00	Open Air 410	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	163410AK00	Open Air 411	Open Air	CQuest™ GB	25cm x 1m	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634202500	Open Air 412	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634302500	Open Air 413	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634402500	Open Air 414	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1634502500	Open Air 415	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475002500	Open Air 416	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475102500	Open Air 417	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475202500	Open Air 418	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475302500	Open Air 419	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475602500	Open Air 420	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475502500	Open Air 421	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	1475702500	Open Air 423	Open Air	CQuest™ GB	50cm x 50cm	SY	$72.76	68%	$23.47
Interface Carpet Tile	126160AK00	Overedge	Visual Code	GlasBac®	25cm x 1m	SY	$148.52	68%	$47.91
Interface Carpet Tile	139370AK00	Painted Gesture	Simple Abstraction	GlasBac®	25cm x 1m	SY	$170.44	68%	$54.98
Interface Carpet Tile	1391102500	Palindrome	Palindrome	GlasBac®	50cm x 50cm	SY	$120.16	68%	$38.76
Interface Carpet Tile	1251602500	Panola Mountain	Granite Mountain	CQuest GB	50cm x 50cm	SY	$204.60	68%	$66.00
Interface Carpet Tile	1632402500	Paver	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$90.39	68%	$29.16
Interface Carpet Tile	1679402500	PEAS IN A POD	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1679302500	PERFECT PAIR	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1425602500	Permian		GlasBac®	50cm x 50cm	SY	$131.38	68%	$42.38

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	139250AK00	Plain Stitch	Visual Code	GlasBac®	25cm x 1m	SY	$97.41	68%	$31.42
Interface Carpet Tile	1381502500	Plain Weave	(i2) Tribal Weaver	GlasBac®	50cm x 50cm	SY	$123.13	68%	$39.72
Interface Carpet Tile	1467202500	Platform	Platform	GlasBac®	50cm x 50cm	SY	$94.08	68%	$30.35
Interface Carpet Tile	147590AK00	Play The Angle	Rising Signs	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	1234902500	Prairie Grass	Biodiversity	GlasBac®	50cm x 50cm	SY	$113.38	68%	$36.57
Interface Carpet Tile	1471702500	Prairie Grass Loop	Biodiversity Loop	GlasBac®	50cm x 50cm	SY	$100.43	68%	$32.40
Interface Carpet Tile	131120AK00	Prickly As A Pear	Desert Scapes	GlasBac®	25cm x 1m	SY	$94.71	68%	$30.55
Interface Carpet Tile	1462102500	Primary Stitch		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	1381102500	Profile	(i2) Form and Function	GlasBac®	50cm x 50cm	SY	$88.77	68%	$28.64
Interface Carpet Tile	142660AK00	Progression I	Global Change	GlasBac®	25cm x 1m	SY	$168.73	68%	$54.43
Interface Carpet Tile	142670AK00	Progression II	Global Change	GlasBac®	25cm x 1m	SY	$113.81	68%	$36.71
Interface Carpet Tile	147240AK00	Progression III	Global Change	GlasBac®	25cm x 1m	SY	$97.95	68%	$31.60
Interface Carpet Tile	1393602500	Proportional	Rising Signs	CQuest GB	50cm x 50cm	SY	$113.68	68%	$36.67
Interface Carpet Tile	1311802500	Puppy Love	Heartbeats	GlasBac®	50cm x 50cm	SY	$86.65	68%	$27.95
Interface Carpet Tile	1426802500	Raku	Global Change	GlasBac®	50cm x 50cm	SY	$189.16	68%	$61.02
Interface Carpet Tile	1266902500	Raw	(i2)	GlasBac® RE	50cm x 50cm	SY	$187.43	68%	$60.46
Interface Carpet Tile	1427802500	Reade Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$126.60	68%	$40.84
Interface Carpet Tile	127530AK00	Reclaim	(i2)	GlasBac® RE	25cm x 1m	SY	$142.85	68%	$46.08
Interface Carpet Tile	131140AK00	Reflectors	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	1232102500	Reincarnation	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232302500	Reissued	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1232202500	Remade	Redo	GlasBac®	50cm x 50cm	SY	$134.94	68%	$43.53
Interface Carpet Tile	1619602500	Riverwalk	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$143.75	68%	$46.37
Interface Carpet Tile	131160AK00	Rock Springs	Granite Mountain	CQuest GB	25cm x 1m	SY	$91.68	68%	$29.58
Interface Carpet Tile	125170AK00	Rockland Road	Granite Mountain	CQuest GB	25cm x 1m	SY	$113.68	68%	$36.67
Interface Carpet Tile	1472102500	Roy G Biv		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1466802500	San Roco	Pietra	GlasBac®	50cm x 50cm	SY	$133.80	68%	$43.16
Interface Carpet Tile	147400AK00	Sashiko Stitch	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	1286302500	Sett in Stone	(i2) Human Connections	GlasBac®	50cm x 50cm	SY	$125.27	68%	$40.41
Interface Carpet Tile	1462002500	Sew Straight		GlasBac®	50cm x 50cm	SY	$89.64	68%	$28.92
Interface Carpet Tile	139390AK00	Shaded Pigment	Simple Abstraction	GlasBac®	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	142690AK00	Shading	Global Change	GlasBac®	25cm x 1m	SY	$189.16	68%	$61.02
Interface Carpet Tile	1619802500	Shed	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$120.59	68%	$38.90
Interface Carpet Tile	137480AK0Q	Shishu Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	127410AK00	Shiver Me Timbers	(i2)	GlasBac®	25cm x 1m	SY	$112.78	68%	$36.38
Interface Carpet Tile	1468402500	Sidetrack		GlasBac®	50cm x 50cm	SY	$105.82	68%	$34.14
Interface Carpet Tile	147390AK00	Simple Sash	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$100.43	68%	$32.40
Interface Carpet Tile	138770AK00	SL910	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138780AK00	SL920	Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	138790AK00	SL930	(i2) Silver Linings	GlasBac®	25cm x 1m	SY	$117.80	68%	$38.00
Interface Carpet Tile	139000AK00	Snow Moon	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	161880AK00	Social Fabric	Thread Story	GlasBac®	25cm x 1m	SY	$146.07	68%	$47.12
Interface Carpet Tile	131130AK00	Soft Glow	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	163290AK00	Source Material	Streaming	GlasBac®	25cm x 1m	SY	$84.63	68%	$27.30
Interface Carpet Tile	139340AK00	Spandrel	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	142640AK00	SS217	Street Smart	GlasBac®	25cm x 1m	SY	$102.97	68%	$33.22
Interface Carpet Tile	142650AK00	SS218	Street Smart	GlasBac®	25cm x 1m	SY	$104.74	68%	$33.79
Interface Carpet Tile	139280AK00	Static Lines	Visual Code	GlasBac®	25cm x 1m	SY	$138.45	68%	$44.66
Interface Carpet Tile	1417502500	Step Aside	Look Both Ways	GlasBac®	50cm x 50cm	SY	$170.44	68%	$54.98
Interface Carpet Tile	1417402500	Step In Time	Look Both Ways	GlasBac®	50cm x 50cm	SY	$133.92	68%	$43.20
Interface Carpet Tile	1473802500	Step It Up	Look Both Ways	GlasBac®	50cm x 50cm	SY	$96.11	68%	$31.00
Interface Carpet Tile	1417602500	Step This Way	Look Both Ways	GlasBac®	50cm x 50cm	SY	$155.81	68%	$50.26
Interface Carpet Tile	139260AK00	Stitch Count	Visual Code	GlasBac®	25cm x 1m	SY	$122.70	68%	$39.58
Interface Carpet Tile	137880AK00	Stitch In Time	World Woven	GlasBac®	25cm x 1m	SY	$120.53	68%	$38.88
Interface Carpet Tile	139270AK00	Stitchery	Visual Code	GlasBac®	25cm x 1m	SY	$95.71	68%	$30.88

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	1462302500	Straight Edge		GlasBac®	50cm x 50cm	SY	$107.52	68%	$34.68
Interface Carpet Tile	1392202500	Striation		GlasBac®	50cm x 50cm	SY	$125.58	68%	$40.51
Interface Carpet Tile	1680402500	STUNT DOUBLE	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	1255902500	Sublet	Second Story	GlasBac®	50cm x 50cm	SY	$97.41	68%	$31.42
Interface Carpet Tile	1632002500	Summerhouse Brights	(i2) World Woven	GlasBac®	50cm x 50cm	SY	$122.70	68%	$39.58
Interface Carpet Tile	163190AK00	Summerhouse Shades	(i2) World Woven	GlasBac®	25cm x 1m	SY	$115.04	68%	$37.11
Interface Carpet Tile	1240202500	Syncopation	Syncopation	GlasBac®	50cm x 50cm	SY	$132.28	68%	$42.67
Interface Carpet Tile	161920AK00	Tangled & Taut	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	1467302500	The Standard	(i2)	GlasBac®	50cm x 50cm	SY	$80.60	68%	$26.00
Interface Carpet Tile	1680502500	THIRD SPACE 301	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680602500	THIRD SPACE 302	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680702500	THIRD SPACE 303	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680802500	THIRD SPACE 304	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1680902500	THIRD SPACE 305	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681002500	THIRD SPACE 306	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168160AK00	THIRD SPACE 307	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	168170AK00	THIRD SPACE 308	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681102500	THIRD SPACE 309	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	168180AK00	THIRD SPACE 310	Third Space	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681302500	THIRD SPACE 311	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1681402500	THIRD SPACE 312	Third Space	GlasBac®	50cm x 50cm	SY	$116.87	68%	$37.70
Interface Carpet Tile	1465202500	To Scale	(i2) Architectural Plans	GlasBac®	50cm x 50cm	SY	$92.97	68%	$29.99
Interface Carpet Tile	137460AK0Q	Tokyo Texture	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile	125150AK00	Translucent	Night Lights	GlasBac®	25cm x 1m	SY	$85.64	68%	$27.63
Interface Carpet Tile	124960AK00	Trio		GlasBac®	25cm x 1m	SY	$156.27	68%	$50.41
Interface Carpet Tile	1680002500	TWO TO TANGO	HiFi	GlasBac®	50cm x 50cm	SY	$99.74	68%	$32.18
Interface Carpet Tile	139350AK00	Up At Dawn	Rising Signs	CQuest GB	25cm x 1m	SY	$154.60	68%	$49.87
Interface Carpet Tile	161660AK00	Upload	Streaming	GlasBac®	25cm x 1m	SY	$121.74	68%	$39.27
Interface Carpet Tile	1251102500	Upward Bound	Rising Signs	CQuest GB	50cm x 50cm	SY	$154.60	68%	$49.87
Interface Carpet Tile	1271102500	UR101	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271002500	UR102	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$181.01	68%	$58.39
Interface Carpet Tile	1271202500	UR103	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$164.49	68%	$53.06
Interface Carpet Tile	1269802500	UR202	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$136.65	68%	$44.08
Interface Carpet Tile	1271302500	UR301	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$184.36	68%	$59.47
Interface Carpet Tile	1270002500	UR302	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$123.50	68%	$39.84
Interface Carpet Tile	1269902500	UR303	Urban Retreat	GlasBac® RE	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	1273602500	UR304	Urban Retreat	GlasBac®	50cm x 50cm	SY	$130.20	68%	$42.00
Interface Carpet Tile	127340AK00	UR501	Urban Retreat	GlasBac® RE	25cm x 1m	SY	$159.53	68%	$51.46
Interface Carpet Tile	1386502500	Vector		GlasBac®	50cm x 50cm	SY	$88.84	68%	$28.66
Interface Carpet Tile	163280AK00	Veiled Brushwork	Simple Abstraction	GlasBac®	25cm x 1m	SY	$100.25	68%	$32.34
Interface Carpet Tile	138680AK00	Verticals	(i2)	GlasBac®	25cm x 1m	SY	$107.14	68%	$34.56
Interface Carpet Tile	1619702500	Vessel	Chelsea Estate	CQuest™ GB	50cm x 50cm	SY	$153.05	68%	$49.37
Interface Carpet Tile	125610AK00	Video Spectrum	Simple Abstraction	GlasBac®	25cm x 1m	SY	$126.60	68%	$40.84
Interface Carpet Tile	1257302500	Villa Scroll	Suite Serenity	CQuest™ GB	50cm x 50cm	SY	$93.29	68%	$30.10
Interface Carpet Tile	141780AK00	Vintage Kimono	Embodied Beauty	CQuest™ GB	25cm x 1m	SY	$136.34	68%	$43.98
Interface Carpet Tile	1465002500	Viva Colores	Cartera	GlasBac® RE	50cm x 50cm	SY	$117.21	68%	$37.81
Interface Carpet Tile	146500AK00	Viva Colores (P)		GlasBac® RE	25cm x 1m	SY	$117.21	68%	$37.81
Interface Carpet Tile	126440AK00	Walk the Plank	(i2)	GlasBac®	25cm x 1m	SY	$153.23	68%	$49.43
Interface Carpet Tile	125520AK00	WE151	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	124990AK00	WE152	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125000AK00	WE153	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	125510AK00	WE154	Whole Earth	GlasBac®	25cm x 1m	SY	$116.87	68%	$37.70
Interface Carpet Tile	1473702500	Wheler Street	NY+ LON Streets	GlasBac®	50cm x 50cm	SY	$98.27	68%	$31.70
Interface Carpet Tile	138990AK00	Winter Sun	Evensong	GlasBac®	25cm x 1m	SY	$97.19	68%	$31.35
Interface Carpet Tile	19DR602500	Work	(i2) First Option	GlasBac®	50cm x 50cm	SY	$88.13	68%	$28.43

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
Interface Carpet Tile	128190AK00	WW860	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	128210AK00	WW865	World Woven	GlasBac®	25cm x 1m	SY	$107.97	68%	$34.83
Interface Carpet Tile	138930AK00	WW870	World Woven	GlasBac®	25cm x 1m	SY	$124.12	68%	$40.04
Interface Carpet Tile	128200AK00	WW880	World Woven	GlasBac®	25cm x 1m	SY	$131.13	68%	$42.30
Interface Carpet Tile	128240AK00	WW890	World Woven	GlasBac®	25cm x 1m	SY	$190.40	68%	$61.42
Interface Carpet Tile	128220AK00	WW895	World Woven	GlasBac®	25cm x 1m	SY	$186.68	68%	$60.22
Interface Carpet Tile	161900AK00	Yesterweave	Thread Story	GlasBac®	25cm x 1m	SY	$93.09	68%	$30.03
Interface Carpet Tile	137470AK0Q	Zen Stitch	Embodied Beauty	CQuest™BioX	25cm x 1m	SY	$109.06	68%	$35.18
Interface Carpet Tile (Walk Off)	1388402500	SR699	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$146.63	68%	$47.30
Interface Carpet Tile (Walk Off)	1388502500	SR799	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388602500	SR899	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$141.11	68%	$45.52
Interface Carpet Tile (Walk Off)	1388702500	SR999	Walk Off Tile	GlasBac®	50cm x 50cm	SY	$148.55	68%	$47.92
Interface LVT	A018	Aries 4.5mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A006	Boundary Metallic 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A016	Brushed Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A021	Cactus Makes Perfect 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A024	Cliff 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	C002	Criterion Classic Stones 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	C001	Criterion Classic Woodgrains 3.0 mm	Criterion Classic	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	C003	Criterion Classic Wovens 3.0 mm	Criterion Classic	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	A009	Drawn Lines 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A07	Even Path Stones 4.5mm	Even Path	4.5 mm	50cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A08	Even Path Woodgrains 4.5mm	Even Path	4.5 mm	25cm x 1m	SF	$14.74	64%	$5.27
Interface LVT	A025	Great Heights 4.5 mm	Fresco Valley	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A008	Native Fabric 4.5 mm		4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A001	Natural Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A002	Natural Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A026	Northern Grain 4.5 mm LVT		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A022	Plant-astic 4.5 mm	Desert Scapes	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A023	Ridge 4.5 mm	Fresco Valley	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A017	Scorpio 4.5 mm	Stargazing	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	B002	Steady Stride Concrete 3.0 mm	Steady Stride	3.0 mm	50cm x 50cm	SF	$6.81	64%	$2.43
Interface LVT	B001	Steady Stride Woodgrains 3.0 mm	Steady Stride	3.0 mm	12.5cm x 1m	SF	$6.81	64%	$2.43
Interface LVT	A007	Studio Set 4.5 mm		4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A003	Textured Stones 4.5 mm	Level Set	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A004	Textured Woodgrains 4.5 mm	Level Set	4.5 mm	25cm x 1m	SF	$10.72	64%	$3.83
Interface LVT	A014	Walk About 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A012	Walk Of Life 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A015	Walk On By 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface LVT	A013	Walk The Aisle 4.5 mm	Look Both Ways	4.5 mm	50cm x 50cm	SF	$10.72	64%	$3.83
Interface Adhesive	111486	TacTiles® GB 1 Roll - Carpet Tile Non-Wet Adhesive	Carpet Tile		1 Roll (500 TacTiles)	EA	$187.09	32%	$126.41
Interface Adhesive	1019890	XL Brands 3800 Adhesive (1 Gallon)	LVT 3mm	3.0 mm LVT	1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1019831	XL Brands 3800 Adhesive (4 Gallon)	LVT 3mm	3.0 mm LVT	4 Gal.	EA	$244.39	32%	$165.13
Interface Floor Sealant	988963	XL Brands 9511 MVRS (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1013903	XL Brands HM99 Multi-use High Moisture Resilient Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm	ReadyBac™ 4.5 mm LVT	4 Gal.	EA	$295.83	32%	$199.89
Interface Floor Sealant	961176	XL Brands RH 95 - One Coat Vapor Seal (4 Gallon)	Floor Prep		4 Gal.	EA	$385.88	32%	$260.73
Interface Floor Sealant	632861	XL Brands TriSeal - One Coat Cut Back Sealer (4 Gallon)	Floor Prep		4 Gal.	EA	$257.26	32%	$173.82
Interface Adhesive	1001416	XL Brands® 2000 Plus Adhesive (1 Gallon)	Carpet Tile LVT 4.5mm		1 Gal.	EA	$70.75	32%	$47.80
Interface Adhesive	1001417	XL Brands® 2000 Plus Adhesive (4 Gallon)	Carpet Tile LVT 4.5mm		4 Gal.	EA	$244.39	32%	$165.13
nora by Interface Vinyl Sheet Goods	261 - A050	Bloom With a View, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	259 - A040	Continual Woodgrains, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	257 - A020	Crossed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	258 - A010	Looped, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	256 - A030	Meshed, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84
nora by Interface Vinyl Sheet Goods	262 - A060	Spike-tacular, 2.5mm Vinyl Sheet Goods			1.83 m x 18.0 m (32.94 m²/roll)	SF	$10.75	64%	$3.84

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
nora by Interface Rubber Tile	405 - 1910	825 hammered 2.7mm Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	405 - 1902	825 round 3.2mm pastille Rubber Tile	norament®		19.72" x 19.72"	SF	$16.02	44%	$8.90
nora by Interface Rubber Tile	860 - 0354	920 (Class A) 4.0mm round Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$29.88	44%	$16.60
nora by Interface Rubber Tile	868 - 1955	992 9.0mm Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$30.55	44%	$16.97
nora by Interface Rubber Tile	418 - 1955	992 grano hammered 9.0mm hammered Extreme Wear Resistance Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.44	44%	$18.58
nora by Interface Rubber Tile	787 - 3118	arago 3.5 relief structuremm Rubber Tile	norament®		19.72" x 39.53"	SF	$25.56	44%	$14.20
nora by Interface Rubber Tile	787 - 3119	arago beveled edge hammer Speciality Rubber Tile	norament		39.32" x 19.58"	SF	$29.54	44%	$16.41
nora by Interface Rubber Tile	566 - 3167	castello two-tone Rubber Tile	norament®			SF	$22.75	44%	$12.64
nora by Interface Rubber Tile	446 - 2490	convia 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$9.97	44%	$5.54
nora by Interface Rubber Tile	595 - 1880	grano 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	409 - 1880	grano ed 3.5mm hammer Speciality Rubber Tile	norament®		39.53” x 39.53”	SF	$33.88	44%	$18.82
nora by Interface Rubber Tile	565 - 3166	kivo two-tone Rubber Tile	norament®			SF	$19.58	44%	$10.88
nora by Interface Rubber Tile	786 - 266B	lona 2.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$14.36	44%	$7.98
nora by Interface Rubber Tile	786 - 267B	lona 3.0mm subtle profile Rubber Tile	noraplan®		24.60" x 24.60"	SF	$20.20	44%	$11.22
nora by Interface Rubber Tile	568 - 3167	pado 3.5mm Rubber Tile	norament			SF	$20.10	44%	$11.17
nora by Interface Rubber Tile	547 - 1880	satura 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$22.00	44%	$12.22
nora by Interface Rubber Tile	550 - 2700	sentica 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	550 - 2701	sentica 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	549 - 2702	sentica ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	691 - 2462	Signa environcare 2.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$13.30	44%	$7.39
nora by Interface Rubber Tile	691 - 2463	Signa environcare 3.0mm smooth Rubber Tile	noraplan®		24.60" x 24.60"	SF	$16.58	44%	$9.21
nora by Interface Rubber Tile	508 - 2390	Signa environcare ed 2.0mm smooth Speciality Rubber Tile	noraplan®		24.6" x 24.6"	SF	$21.49	44%	$11.94
nora by Interface Rubber Tile	776 - 273A	valua 2.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 272A	valua 2.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 274A	valua 2.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$18.38	44%	$10.21
nora by Interface Rubber Tile	776 - 276A	valua 3.0mm, 24" x 12" Rubber Plank Tile	noraplan®		24" x 12"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 275A	valua 3.0mm, 24" x 8" Rubber Plank Tile	noraplan®		24" x 8"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	776 - 277A	valua 3.0mm, 48" x 16" Rubber Plank Tile	noraplan®		48" x 16"	SF	$23.92	44%	$13.29
nora by Interface Rubber Tile	529 - 1880	xp 3.5mm hammered Rubber Tile	norament®		39.53” x 39.53”	SF	$21.56	44%	$11.98
nora by Interface Rubber Tile	530 - 0325	xp trac Rubber Tile	norament			SF	$26.77	44%	$14.87
nora by Interface Rubber Sheet Goods	446 - 1490	convia 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$9.97	44%	$5.54
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 49.21'	SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 160E	linee 2mm Rubber Sheet Goods	noraplan®			SF	$15.52	44%	$8.62
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3.0mm subtle profile Rubber Sheet Goods	noraplan		4' x 39.37'	SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	650 - 161E	linee 3mm Rubber Sheet Goods	noraplan®			SF	$20.32	44%	$11.29
nora by Interface Rubber Sheet Goods	786 - 166B	lona 2.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$14.36	44%	$7.98
nora by Interface Rubber Sheet Goods	786 - 167B	lona 3.0mm subtle profile Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$20.20	44%	$11.22
nora by Interface Rubber Sheet Goods	550 - 1700	sentica 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	550 - 1701	sentica 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	545 - 1705	sentica acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	549 - 1702	sentica ed 2.0mm smooth Special Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	549 - 1703	sentica ed 3.0mm smooth Special Rubber Sheet Goods	noraplan			SF	$32.24	44%	$17.91
nora by Interface Rubber Sheet Goods	691 - 1462	Signa environcare 2.0mm smooth Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.30	44%	$7.39
nora by Interface Rubber Sheet Goods	691 - 1463	Signa environcare 3.0mm smooth Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$16.58	44%	$9.21
nora by Interface Rubber Sheet Goods	693 - 1420	Signa environcare acoustic 4.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$22.50	44%	$12.50
nora by Interface Rubber Sheet Goods	508 - 1390	Signa environcare ed 2.0mm smooth Speciality Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$21.49	44%	$11.94
nora by Interface Rubber Sheet Goods	508 - 1523	Signa environcare ed 3.0mm smooth Speciality Rubber Sheet Goods	noraplan			SF	$30.56	44%	$16.98
nora by Interface Rubber Sheet Goods	776 - 174A	valua 2.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 49.21'	SF	$13.93	44%	$7.74
nora by Interface Rubber Sheet Goods	776 - 175A	valua 3.0mm, marbleized Rubber Sheet Goods	noraplan®		4' x 39.37'	SF	$18.38	44%	$10.21
nora by Interface Adhesive	502902	AC 100 Adhesive			3.08 Gal.	EA	$267.89	32%	$181.01
nora by Interface Adhesive	502980	Dryfix 750 MR Tape Adhesive			29.5" x 253.9 Roll	EA	$3,640.71	32%	$2,459.94
nora by Interface Adhesive	502905	Dryfix 750 Tape Adhesive			29.5" x 98.5' Roll	EA	$864.39	32%	$584.05
nora by Interface Adhesive	502981	Dryfix ed Tape Adhesive			29.5" x 98.5' Roll	EA	$1,189.19	32%	$803.51
nora by Interface Adhesive	502903	ED 120 Adhesive			3.08 Gal.	EA	$683.86	32%	$462.07
nora by Interface Adhesive	792 - 0946	Heat Weld Adhesive Tape (180 ft/roll)			180 ft/roll)	EA	$234.21	32%	$158.25

Interface

Brand (Category)	Product Code	Product Name	Collection	Backing	Size	Price UOM	Retail List Price	%	* Contract Members Not to Exceed Pricing (Material only)
nora by Interface Adhesive	502907	Profix 145 Tape Adhesive			5.71" x 164' Roll	EA	$360.39	32%	$243.51
nora by Interface Adhesive	502910	Profix 50 Tape Adhesive			1.97" x 164' Roll	EA	$117.41	32%	$79.33
nora by Interface Adhesive	502908	Profix 90 Tape Adhesive			3.54" x 164' Roll	EA	$204.80	32%	$138.38
nora by Interface Adhesive	502901	PU 102 Adhesive			1.43 Gal	EA	$359.61	32%	$242.98
nora by Interface Adhesive	502888	XL Brands VS95 Adhesive (4 Gallon) for Vinyl Sheet Goods			4 Gal.	EA	$295.26	32%	$199.50
nora by Interface Wall Base	521 - 0817	Sanitary Wall Base 3019 d 6", 3.5mm for norament® tile flooring - roll 6" x 32.81'			6" x 32.81'	EA	$27.88	32%	$18.84
nora by Interface Wall Base	522 - 0712	Wall Base 2 1/2" cove, 120 LF per roll			2 1/2"	LF	$1.33	32%	$0.90
nora by Interface Wall Base	522 - 0820	Wall Base 4" cove, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0799	Wall Base 4" straight, 120 LF per roll			4"	LF	$1.64	32%	$1.11
nora by Interface Wall Base	522 - 0796	Wall Base 6" straight, 96 LF per roll			6"	LF	$2.43	32%	$1.64
nora by Interface Stair Treads	571 - 0465	920 (Class A) 4.5mm pastille Stair Treads 4' Length treads			4'	EA	$231.44	32%	$156.38
nora by Interface Stair Treads	569 - 3170	arago hammered 5mm Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	569 - 3171	arago hammered 5mm Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	569 - 3172	arago hammered 5mm Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	407 - 0479	grano 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	407 - 0468	grano 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	407 - 0469	grano 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Stair Treads	572 - 0479	hammered 5mm Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0468	hammered 5mm Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0469	hammered 5mm Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	572 - 0465	round 5mm pastille Stair Treads 4' Length treads			4'	EA	$125.70	32%	$84.93
nora by Interface Stair Treads	572 - 0466	round 5mm pastille Stair Treads 5' Length treads			5'	EA	$157.12	32%	$106.16
nora by Interface Stair Treads	572 - 0467	round 5mm pastille Stair Treads 6' Length treads			6'	EA	$188.55	32%	$127.40
nora by Interface Stair Treads	556 - 0479	satura 5mm hammered Stair Treads 4' Length treads			4'	EA	$148.56	32%	$100.38
nora by Interface Stair Treads	556 - 0468	satura 5mm hammered Stair Treads 5' Length treads			5'	EA	$185.71	32%	$125.48
nora by Interface Stair Treads	556 - 0469	satura 5mm hammered Stair Treads 6' Length treads			6'	EA	$222.84	32%	$150.57
nora by Interface Accessories	114678	Aluminum stair nosing			1 pc = 8.2 LF	EA	$143.67	32%	$97.07
nora by Interface Accessories	523 - 0805 A/C	Stair nosing T 5044 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0805 E/F	Stair nosing T 5044 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 A/C	Stair nosing T 5049 A/C 2-2.7mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	523 - 0802 E/F	Stair nosing T 5049 E/F 3.5-4mm	Stair nosing			LF	$23.01	32%	$15.55
nora by Interface Accessories	689 - 0928	Cold Weld Compound Joint Sealant 735			1 Tube (coverage: 50-60 LF)	EA	$91.24	32%	$61.65
nora by Interface Accessories	503000	Cold weld starter kit- Liquid wax (109914) / Spatula (120184)				EA	$205.25	32%	$138.68
nora by Interface Accessories	502935	Cold weld tape			2" x 108' roll	EA	$29.61	32%	$20.01
nora by Interface Accessories	500875	Epoxy stair filler			50' at 1/4" bead	EA	$86.31	32%	$58.32
nora by Interface Accessories	792 - 0946	Hot Welding Rod, 328 LF per roll			328 LF per roll	EA	$234.21	32%	$158.25
nora by Interface Accessories	113683	Metal Repair Stair Angle			1 box of 30 pc	EA	$502.39	32%	$339.46
nora by Interface Accessories	502906	Stepfix Tape Adhesive, 240mm x 50m Roll	Stairtreads		9.45" x 164' Roll	LF	$477.02	32%	$322.31

Interface

CARBON NEUTRAL FLOORING ™

ORDERING INSTRUCTIONS

We successfully employ the following purchasing and installation models for our contract members.

*** All purchase orders and quotes should be itemized so contract rates for Product and Services can be easily verified.**
*** The agreement name must be noted on all purchase orders.**

Option 1 (Contract Preferred) MANUFACTURER TURNKEY "ONE POINT OF CONTACT" :
Interface acknowledges that Members or Buyers may source Products and Services through or with the cooperation of our affiliate and subsidiaries, InterfaceSERVICES, consistent with the terms of this Agreement. Members can purchase Products and Services direct with the manufacturer through our Turn-Key Division, InterfaceSERVICES, Inc. The member's purchase order must be issued to InterfaceSERVICES at the address noted below.

InterfaceSERVICES, Inc.
106 Northpoint Parkway, Suite 300, Acworth, GA 30102
T: (800) 909-7757 E: Contract.Services@Interface.com F: (770) 966-1127

Option 2) LOCAL DEALERS - DEALER ASSISTED PURCHASING:
Purchase product through local dealers. The members purchase order will be issued in the name of the selected local dealer. The local dealer will be the point of contact for quotes, take-offs, logistics, and invoicing.

Interface will make contract pricing available to local dealers. All local dealers that support the Interface branded can access this agreement to support our contract members. A list of dealers is available upon request.

Option 3) DIRECT PURCHASE OF PRODUCT FROM INTERFACE OR NORA SYSTEMS (NORA BY INTERFACE) - MATERIAL ONLY:
Members and Local Dealers/GC's may purchase product only from the appropriate mill supporting the Interface or nora by Interface brand as their Product source point of contact. Separate purchase orders must be issued for each brand. The agreement name must be noted on all purchase orders.

*** Interface Modular Carpet and LVT roduct Source:**

Interface Americas, Inc.
1503 Orchard Hill Road
LaGrange, GA 30240
Tel: (800) 634-6032
Email: Orders@Interface.com

*** Interface Rubber and Vinyl Sheet Goods Flooring Product Source:**

nora Systems, Inc. (nora by Interface)
9 Northeastern Blvd
Salem, NH 03079
Tel: (800) 336-5096

CONTRACT PRICING AND PAYMENT GUIDE

Product Offering: All Interface branded modular carpet, LVT and rubber flooring is offered under this agreement. * Recently Launched Styles not listed here are available under this agreement

Product Pricing Structure: Contract pricing include Product cost only. Sales tax, shipping, California AB2398 Carpet Stewardship Assessment Fee (if applicable) and installation is not included. Sales or service taxes imposed on the dealer / contractor will be charged to the contract member for reimbursement

Freight / Shipping Terms: FOB Destination, prepaid and added to the invoice. Freight charges to be disclosed at the time of order. In major metropolitan urban areas such as New York City and its immediate environs, it is the Interface policy that an order ship to the dealer-contractor of the end-use customer's choice Contact your local Interface representative for a list of dealers in the State of New York area.

Member Payment Terms: Payment for Product is expected Net 30 Days according to the terms of the agreement, and payment for labor is due upon installation completion. When installation is required, InterfaceSERVICES and local dealers may invoice separately for the flooring Products.

Open Credit Account Terms: All contract members or dealers purchasing on behalf of the member desiring open credit with Interface will be required to supply a signed credit application prior to order submittal. A credit line will be established at the sole discretion of Interface's Credit Department. Open credit account terms for dealers sourcing material from Interface is Net 30. If the customer does not qualify for open credit, 100% payment is due before the material is shipped. A 3% fee will be added to all orders paid via a credit card

California AB2398 Carpet Stewardship Assessment Fee: Soft surface product pricing does not include the California AB2398 Carpet Stewardship Assessment Fee.
This fee will appear as a separate line item on invoices for soft surface products shipped to California locations.

Installation and Sundry Item Notes: The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group. Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.

Interface

PRODUCT AND SERVICE PROVIDERS: InterfaceSERVICES, Inc. ("Supplier" Turn-key Division) 106 Northpoint Parkway, Suite 300 Acworth, GA 30102 T: (800) 909-7757 E: Contract.Services@Interface.com or local dealers		Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Installation - Monday - Friday Standard 8 Hour Shift		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid		See Grid	See Grid	
Installation - Monday - Friday Overtime (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Saturday (ADD ON)	% Added	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	25%	50%	50%	25%	50%
Installation - Sunday & Holidays (ADD ON)	% Added	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	35%	100%	100%	35%	100%
* Project Management Fee (Not to Exceed) (% ADD ON)	% Added	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%	30%
Mark Up for Rental or Materials not listed (% ADD ON)	% Added	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	20%	28%	28%	20%	28%
Hourly Rate for Services Not Listed (non-overtime)	Hourly Rate	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$89.70	$125.60	$125.60	$89.70	$125.60
Custom Carpet Backing - ReadyBac (100SY Min Order)	$ Added	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15	$3.15
Custom Carpet Backing - CQuest Bio (100SY Min Order)	$ Added	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60	$1.60
Custom Carpet Backing - CushionBac Renew (100SY Min Order)	$ Added	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40	$4.40
Installation - Interface Carpet Tile (Labor Only)	Sq. Yd.	$9.55	$13.40	$6.90	$9.70	$7.50	$10.50	$6.65	$9.30	$6.90	$9.70	$7.50	$10.50	$9.55	$11.20	$14.50	$7.50	$10.50
Installation - L I F T System Interface Carpet Tile Projects (labor only)	Sq. Yd.	$17.55	$24.60	$15.45	$21.60	$16.60	$23.20	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$17.55	$24.60	$24.60	$16.60	$23.20
Installation - Interface Luxury Vinyl Tile (labor only)	Sq. Ft.	$3.20	$4.45	$1.85	$2.60	$2.10	$2.90	$2.75	$3.80	$1.85	$2.60	$2.75	$3.80	$3.20	$5.25	$5.25	$2.10	$2.90
Installation - Nora by Interface Rubber Tile (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Rubber Sheet Goods (labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Heat Welding Rubber Flooring (Labor only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Flash Coving Rubber Flooring (Labor only)	Ln. Ft.	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$11.85	$14.75	$20.70	$11.85	$14.75
Installation - Nora by Interface Rubber Dissipative Flooring (Labor Only)	Sq. Ft.	$4.85	$6.80	$4.40	$6.15	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$4.85	$6.80	$6.80	$4.85	$6.80
Installation - Nora by Interface Resilient Wall Base (labor only)	Ln. Ft.	$1.75	$2.45	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.75	$2.45	$3.10	$1.40	$1.95
Installation - Nora by Interface Stair treads (labor only)	Ln. Ft.	$24.15	$33.85	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$22.00	$30.80	$24.15	$33.85	$33.85	$22.00	$30.80
Installation - Nora by Interface Stair nosing (labor only)	Ln. Ft.	$16.95	$23.70	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$15.45	$21.60	$16.95	$23.70	$23.70	$15.45	$21.60
Installation - VCT (Armstrong) (labor only)	Sq. Ft.	$1.65	$2.30	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.40	$1.95	$1.65	$2.30	$2.30	$1.40	$1.95
Removal - Carpet Tile (labor only)	Sq. Yd.	$2.45	$3.40	$2.20	$3.10	$3.35	$4.70	$2.20	$3.10	$2.20	$3.10	$2.45	$3.40	$2.45	$6.45	$7.20	$3.35	$4.70
Removal - Luxury Vinyl Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.60	$2.30	$0.75	$1.05
Removal - Rubber Tile (labor only)	Sq. Ft.	$1.30	$1.80	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$1.30	$1.80	$2.20	$0.75	$1.05
Removal - Rubber Sheet Goods (labor only)	Sq. Ft.	$2.15	$3.00	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$1.50	$2.10	$2.15	$3.00	$3.00	$1.50	$2.10
Removal - Rubber Sheet Goods (Stairs application) (labor only)	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$2.20	$1.30	$1.80
Removal - VCT (labor only)	Sq. Ft.	$1.30	$1.80	$0.60	$0.85	$0.50	$0.65	$0.60	$0.85	$0.60	$0.85	$0.60	$0.85	$1.30	$1.80	$1.80	$0.50	$0.65
Removal - Broadloom direct glue down (labor only)	Sq. Yd.	$4.35	$6.05	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$3.20	$4.50	$4.35	$6.05	$7.20	$3.20	$4.50
Removal - Double Stick Installation (labor only)	Sq. Yd.	$4.85	$6.80	$4.40	$6.15	$6.70	$9.35	$4.40	$6.15	$4.40	$6.15	$4.40	$6.15	$4.85	$6.80	$14.10	$6.70	$9.35
Removal - Sheet Vinyl (labor only)	Sq. Ft.	$1.30	$1.80	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$0.90	$1.25	$1.30	$1.80	$2.20	$0.90	$1.25
Removal - Existing Cove Base (labor only)	Ln. Ft.	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.60	$0.80	$0.95	$0.60	$0.80
Removal - Existing Stair Tread	Ln. Ft.	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$4.05	$5.65	$7.50	$4.05	$5.65
Floor Prep - Removal of Existing Coating, Glue, and Mastic	Sq. Ft.	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.80	$1.30	$1.25	$1.80	$1.30	$1.80

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INSTALLATION AND SUNDRY ITEMS	UOM	Northeast Region: ME, VT, NH, MA, RI, CT, NJ, PA, DE		Mid-West Region: MD, VA, WV, KY, IN, OH, MI		Southeast Region: NC,TN, MS, AL, GA, SC		South Central Region: AR, OK, TX, LA		North Central Region: IL, MO, KS, NE, IA, WI, MN, SD, ND		Rockies: NM, AZ, NV, UT, CO, WY		West Coast Region: CA, OR, WA, ID, MT		State of New York	State of Florida	
		Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate
Floor Prep - (Minor) Skim Coating to 1/8 inch (Material & Labor)	Sq. Ft.	$0.90	$1.25	$0.90	$1.25	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.75	$1.05	$0.90	$1.45	$2.05	$0.75	$1.05
Floor Prep - Self leveling to 1/4 inch (Material & Labor)	Sq. Ft.	$2.10	$2.90	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$1.75	$2.45	$2.10	$2.90	$4.05	$1.75	$2.45
Floor Prep - (Extreme) Grind floor to receive flooring. (Material & Labor)	Sq. Ft.	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$2.20	$3.10	$3.75	$2.20	$3.10
Floor Prep - Moisture Mitigator / Self Level / Grinding. (Material & Labor)	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$9.45	$3.65	$5.10
Floor Prep - 1/4 Inch Luan (Material & Labor)	Sq. Ft.	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$3.45	$4.85	$4.85	$3.45	$4.85
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Carpet for Recycling	Sq. Yd.	$2.80	$3.90	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$1.65	$2.30	$2.80	$2.65	$3.90	$1.65	$2.30
Reclamation Prep - Palletize/Shrink Wrap (Recyclable) Resilient Flooring for Recycling	Sq. Ft.	$0.30	$0.45	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.20	$0.25	$0.30	$0.45	$0.60	$0.20	$0.25
Reclamation Processing Fee - (Interface Brand) Carpet *Freight not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Reclamation Processing Fee - (Recyclable) Carpet *Freight not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Reclamation Processing Fee - (Non-recyclable) Carpet Waste to Energy *Freight not included	Sq. Yd.	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65	$0.65
Reclamation Processing Fee - (Non-recyclable) Resilient Flooring Waste to Energy *Freight not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Freight Fees to Reclamation Facility - Full Truck Loads (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Freight Fees to Reclamation Facility - Less Than Truck Load (Interface Brand) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Recyclable) Carpet *Reclamation Processing Fee not included	Sq. Yd.	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05	$1.05
Freight Fees to Reclamation Facility - (Non-recyclable) Carpet Waste to Energy *Reclamation Processing Fee not included	Sq. Yd.	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60	$0.60
Freight Fees to Reclamation Facility - (Non-recyclable) Resilient Flooring Waste to Energy *Reclamation Processing Fee not included	Sq. Ft.	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20	$0.20
Disposal - Carpet (Non-recyclable)	Sq. Yd.	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$2.40	$3.35	$3.35	$2.40	$3.35
Disposal - Resilient Flooring (Non-recyclable)	Sq. Ft.	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.30	$0.45	$0.45	$0.30	$0.45
Furnish / Install - Resilient 4" Base (standard styles)	Ln. Ft.	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$3.65	$2.60	$5.15	$4.05	$2.60	$3.65
Furnish / Install - Resilient 6" Base (standard styles)	Ln. Ft.	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$4.30	$3.05	$5.20	$5.20	$3.05	$4.30
Furnish / Install - Transition Strips	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Carpet to Tile Reducer (Mercer 165 or Similar)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$8.05	$5.75	$8.05
Furnish / Install - Stair Tread (standard styles)	Ln. Ft.	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$35.65	$49.95	$49.95	$35.65	$49.95
Furnish / Install - Stair Nosing (standard styles)	Ln. Ft.	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$5.75	$8.05	$16.30	$5.75	$8.05
Furnish / Install - Risers 8" (standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Furnish / Install - Risers 9"(standard styles)	Ln. Ft.	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$8.95	$12.50	$12.50	$8.95	$12.50
Moisture Testing	Each	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$177.10	$126.50	$149.50	$177.10	$126.50	$177.10
Moisture Mitigation	Sq. Ft.	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$3.65	$5.10	$5.10	$3.65	$5.10
Conventional Furniture Moving (Light)	Sq. Yd.	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$6.35	$8.90	$8.90	$6.35	$8.90
Conventional Furniture Moving (Medium)	Sq. Yd.	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$8.75	$12.25	$12.25	$8.75	$12.25
VCT - Armstrong VCT (45 Sq. FT. per Carton)	Carton	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00	$85.00
Adhesive - Armstrong VCT Adhesive (4 Gal.)	Pail	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08	$76.08
ITS99 Moisture Adhesive	Pail	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47	$139.47

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INSTALLATION AND SUNDRY ITEMS	**UOM**	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Non Union Rate	Union Wage Rate	Labor Rate	Non-Union Rate	Union Wage Rate

The contract installation rates and sundry item prices contained in this agreement are guaranteed through InterfaceSERVICES, our in-house turn-key project management group.

****Local dealers that support the Interface brand are authorized to utilize these contract approved labor rates as a guide. Local dealer quotes including labor will be considered contract labor if these rates are utilized. Local dealer installation rates and sundry items may vary outside of these contract proposed rates, and would then be considered an open market labor quote on a job by job basis.**

Installation shall be in accordance with Interface's instructions and the Carpet and Rug Institute (CRI) Standards for Installation of Textile Floorcovering Materials (104 for Commercial/105 for Residential).

Installation rates are based on an open, empty office/ dormitory/quarters space on a "clean floor." A "clean floor" is one where the condition is appropriate to accept carpet with no additional preparation other than possibly sweeping clean.

All installation work is guaranteed for one year for any defect in workmanship and materials used to install the carpet.

The Interface branded flooring, adhesive and accessories may be invoiced seperately from installation services and sundry items.

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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 elevator repairs at West Regional Library.
Capital services.

Amount of Contract:

$67,975.08

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

ATTACHMENTS:

Description	Type	Upload Date
2023 0302 Kone Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:13 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Kone Inc

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Kone Inc for elevator repairs at West Regional Library.
Capital services.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $67,975.08

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia Cooperative Purchasing Agreement, not on state contract.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

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
5357	2023	(3032) ARCHITECTURAL ENGINEERING	REPAIR ELEVATORS AT WEST REGIONAL LIBRARY (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$67,975.08	(273592) KONE, INC

Adopted:

_____
City Clerk

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor
KONE INC
30604 SGT. E. I. BOOTS THOMAS

SPANISH FORT, AL 36527

Tel#251-661-7522
Fax 251-661-7516

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

Delivery Reference
BRENDA PARKER

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	ELEVATORS: FURNISH & INSTALL ELEVATOR SOFT STARTER AND UPGRADED HYDRA MORRIS HYDRAULIC VALVE FOR THREE (3) ELEVATORS AT WEST REGIONAL LIBRARY AS PER YOUR QUOTE BY KERRTY DUPREE DATED 1-26-2023 AND ASPER OMNIA CONTRACT GENRL-EV2516.	3.00 EACH	22658.36000	67975.08

Additional Description Notes

FOR QUESTIONS CONTACT M. THOMAS @251.208.7519

1 2000.80.00.0000.0000.0000.0000.0000.42140.
E C0831 .NONCONTRCT. . 67975.08

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

Deliver To
ARCHITECTURAL ENGINEERING
205 GOVERNMENT STREET
5TH FLR S TOWER ROOM 546
MOBILE, AL 36644
Delivery Reference
BRENDA PARKER

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved 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
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Requisition Link				
	Requisition Total			67975.08

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

Account			Amount	Remaining Budget
E C0831	.NONCONTRCT.	.	67975.08	24.92

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42140.	67975.08	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Approved	02/06/23	CARLEEN STOUT	Auto approved by: 910519420
Approved	02/06/23	CASSIE BOATWRIGHT	
Rejected	02/06/23	BRENDA RHODES	can't be charged directly from
Approved	02/13/23	BRENDA RHODES	
Approved	02/13/23	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	02/13/23	RELYA MALLORY	Auto approved by: 910511034
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: _____

Bill To	Requisition 00005357-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42140.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

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
	Delivery Reference
	BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/13/23	273592				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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:3/7/2023

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S.Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Mobile Area Water and Sewer System for meters and hookup fees for restroom improvements at Langan Park.
Capital construction.

Amount of Contract:

$17,110.00

Funding Source

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

ATTACHMENTS:

Description	Type	Upload Date
20230302 MAWSS Agenda Package POs	Cover Memo	3/2/2023

REVIEWERS:

Department Reviewer		Action	Date
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:21 PM

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 7 March 2023 (Date) Item No. _____

Submitted by: Procurement (Department) John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Mobile Area Water and Sewer System

PURPOSE & SCOPE OF PROJECT:

Approve issuance of purchase order to Mobile Area Water and Sewer System for meters and hookup fees for restroom improvements at Langan Park.
Capital construction.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $17,110.00

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: 41-16-51(A)(13), sole source; AGO 2008-093, Other Govt Agency.

How many bidders received bid packages (if applicable): na

How many bidders submitted bids (if applicable): na

If this is not the lowest bid, explain why not:

_____

_____

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
6471	2023	(3032) ARCHITECTURAL ENGINEERING	METERS AND HOOKUP FEES AND SERVICES FOR LANGAN PARK RESTROOM IMPROVEMENTS (AL CODE 41-16-51(A)(13) SOLE SOURCE; AGO 2008-093 OTHER GOVT AGENCY)	$17,110.00	(138351) MOBILE AREA WATER AND SEWER SYSTEM

Adopted:

_____

City Clerk

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 1

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM ATTN COMBINED BILLING DEPT P O BOX 180249 MOBILE, AL 36618-0249 Tel#251-694-3192	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
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
001	SERWER WORK & NEW METERS FOR LANGAN PARK, NORTH SIDE OF LAKE; PARCEL #R022802104000115. TO INCLUDE WASTEWATER CAPACITY REVIEW APPLICATION-$300.00, WATER METER(8" METER FOR MONITORING)-$8, 000.00, WATER METER (2" EXISTING RELOCATE BY CONTRACTOR)-$0, WATER METER (1.5" NEW RESTROOM FACILITIES)-$700.00, WATER CAPACITY FEE-$1,400.00, SEWER AREA FEE (ADDITIONAL LATER FOR PARK)-$2, 710.00, SEWER CAPACITY FEE(NEW RESTROOM FACILITIES)-$3,600.00, AND PERMIT FEE (WATER $150.00 & SEWER $250.00) AS PER YOUR QUOTE DATED DECEMBER 6, 2022 BY ALLEN H. TYREE, JR. Additional Description Notes --- PER YOUR ATTACHED EMAIL-12/6/22 CONTACT: ALLEN TYREE atyree@mawss.com FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @ 251.208.7635	1.00 LOT	17110.00000	17110.00
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C0531 .CONSTRUCTN. .			17110.00

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 2

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM	ARCHITECTURAL ENGINEERING
ATTN COMBINED BILLING DEPT	205 GOVERNMENT STREET
P O BOX 180249	5TH FLR S TOWER ROOM 546
	MOBILE, AL 36644
MOBILE, AL 36618-0249	
Tel#251-694-3192	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
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

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

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

Requisition Link

Requisition Total 17110.00

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

Account	Amount	Remaining Budget
E C0531 .CONSTRUCTN. .	17110.00	14027.02

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010.	17110.00	

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	02/28/23	GREGG BLAIZE	Auto approved by: 910519420

Bill To	Requisition 00006471-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: Status: Approved Page 3

Vendor	Ship To
MOBILE AREA WATER AND SEWER SYSTEM ATTN COMBINED BILLING DEPT P O BOX 180249 MOBILE, AL 36618-0249 Tel#251-694-3192	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
02/28/23	138351	02/28/23			ARCHITECTURAL ENGINEERING

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	02/28/23	CARLEEN STOUT		Auto approved by: 910519420	
	Approved	02/28/23	CASSIE BOATWRIGHT			
	Approved	02/28/23	BRENDA RHODES			
	Approved	02/28/23	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	02/28/23	RELYA MALLORY		Auto approved by: 910511034	
	Approved	03/02/23	DONALD ROSE		Auto approved by: 9105paij	
	Approved	03/02/23	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	03/02/23	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	03/02/23	JOHN PAINE			
	Approved	03/02/23	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide various renovations and improvements to 200 Government Street building

Amount of Contract:

$572,576.00

Funding Source

Project # 200 Government Street - Third Floor Renovations MX-068-22

Discretionary Funds

Project String C0829 - 200 Government St Bldg Improv (20002000-48010)

Contract Number:4338

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
MX-068-22 200 Government Street - Third Floor Renovations	Cover Memo	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	2/28/2023 - 2:12 PM
Capital	Rhodes, Brenda	Approved	2/28/2023 - 4:15 PM
Legal	Kern, Chris	Approved	2/28/2023 - 5:22 PM
Mayors	Montgomery, Brandi	Approved	3/2/2023 - 2:11

Office 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:	ROGERS & WILLARD, INC.
Project Name:	200 GOVERNMENT STREET – THIRD FLOOR RENOVATIONS
Project Number:	MX-068-22
Amount:	$572,576.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0829 – 200 GOVERNMENT ST BLDG IMPROV

CAPITAL PROJECT #: C0829 (20002000-48010) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MX-068-22

CONTRACT AMOUNT: $572,576.00

PROJECT DESCRIPTION: TO PERFORM VARIOUS MODIFICATIONS & IMPROVEMENTS TO THE 3rd FLOOR OF 200 GOVERNMENT STREET BUILDING.

VENDOR NAME: ROGERS & WILLARD, INC.

VENDOR NUMBER: 294273

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:** 2/28/2023

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
Contact: David M. Cordingly

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

Rogers & Willard, Inc.
550 St. Michael Street
Mobile, Alabama 36602
Contact: Michael Rogers, President

Alabama General Contractor Number: 18844
City of Mobile Business License Number: 33130
Secretary of State Registration Number: 000-144-526

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

200 Government Street – Third Floor Renovations
200 Government Street
Mobile, Alabama 36602
MX-068-22

This project consists of various modifications and improvements to the 3rd floor of the 200 Government Street building. Modifications include installation of partition walls to create individual offices, replacement of flooring, installation of new ceiling system, restroom and elevator refinishing, HVAC upgrades, and repainting.

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

dakinstreet architects, llc
52 Bienville Avenue
Mobile, Alabama 36606
Contract: Steve Stone

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:
(1516728934)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

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.)

[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 One Hundred Twenty (120) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 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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User Notes: (1516728934)

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 Five Hundred Seventy-Two Thousand Five Hundred Seventy-Six and 00/100 Dollars ($572,576.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$556,571.00
Contingency Allowance:	$ 10,000.00
Alternate #2:	$ 6,005.00
Total Contract Sum:	$572,576.00

§ 4.2 Alternates

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

Item	Price
Alternate #2: Elevator Refinishing	$6,005.00

(Table deleted)
(Paragraphs deleted)

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

Contingency Allowance	$10,000.00

Contingency Allowance: Ten thousand dollars and 00/100 Dollars ($10,000.00)

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

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

Item	Units and Limitations	Price per Unit ($0.00)
1. N/A		

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

A time charge equal to two hundred fifty dollars and no cents ($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.

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User Notes:
(1516728934)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.5 Retainage withheld pursuant to Section 5.1.7.

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

§ 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.)

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N/A

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

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

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

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

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

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

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

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

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

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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COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Rogers & Willard, Inc. has completed the contract for 200 Government Street – Third Floor Renovations (MX-068-22), 200 Government 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 Architect 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)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

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

Michael Rogers, President
Rogers & Willard, Inc.
550 St. Michael Street
Mobile, Alabama 36602
(251) 479-2675
Email: mrogers@rogerswillard.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten 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.

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

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

.3 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:

Init. /
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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 & Property Damage	$1,000,000 combined single limit

4. 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 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.

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

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

6. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

7. 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.

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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.

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

9. 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.

10. 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.

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

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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.

§ 8.6
(Paragraphs deleted)
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:

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

.2 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.

.3 Drawings
See Exhibit "B", the List of Drawings and Specifications
(Table deleted)

.4 Specifications
See Exhibit "B", the List of Drawings and Specifications
(Table deleted)

(Table deleted)

.5 Addenda, if any:

Number	Date
Addendum #1	01/11/2023
Addendum #2	01/20/2023
Addendum #3	01/25/2023

(Paragraphs deleted)
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 [ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 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.)

Exhibit A – Scope of Work
Exhibit B – List of Drawings and Specifications
Exhibit C – Contractor's Bid Proposal Packet
Exhibit D – Consultant's Award Recommendation

§ 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.

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

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

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

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

City of Mobile

Legal Name of Party to Contract:
Contractor:

OWNER *(Signature)*

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

CONTRACTOR *(By Signature)*

Michael Rogers, President
(Printed name and title)

ATTEST:

City Clerk

STATE OF AL
COUNTY OF Baldwin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael Rogers as President of Rogers & Willard, 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 27th day of February, 2023.

NOTARY PUBLIC
My Commission Expires: 5/22/23

SAMANTHA HEPSTALL NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAY 22, 2023

dakinstreetarchitects
architecture | interior design

February 06, 2023

David Cordingly
City of Mobile

Re: Acknowledgment of Accepted Low Bidder General Contractor for the
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-13

David,

Regarding the Bid for the above-referenced project, the bid opening was Wednesday, January 25th, 2023 at 2:00 pm. Six bids were received from the following General Contractors, in order of lowest to highest:

BIDDER	TOTAL BID + ALTERNATE
BCM Morring	$512,690.00
Empire Builders Group	$532,168.00
Rogers & Willard	$572,576.00
Tindle Construction	$586,985.00
Green-Simmons	$610,000.00
Sycamore Construction	$694,500.00

Per the City of Mobile's direction, the Apparent Low Bidder, BCM Morring was removed from selection due to a missing Disadvantaged Business Enterprise form at the time of Bid.

Per the City of Mobile's direction, the next Apparent Low Bidder, Empire Builders Group was removed from selection, coming in $19,478.00 above the lowest bid, due to not adequately demonstrating or providing documentation to show a good faith effort to engage Disadvantaged Business Enterprises.

Therefore, the next Apparent Low Bidder, Rogers & Willard, coming in $59,886.00 above the lowest bid, was determined to have shown good faith to engage Disadvantaged Business Enterprises and has thus been selected by the City of Mobile.

dakinstreet architects acknowledges this decision by the City of Mobile.

Regards,

Steve Stone
Principal
dakinstreet architects



200 GOVERNMENT STREET – 3RD FLOOR RENOVATION

City of Mobile Project No. MX-068-22

The Work of this Project consists of various modifications and improvements to the 3rd floor of the 200 Government Street Building. Modifications include installation of new partition walls and doors to create individual offices; replacement of flooring; installation of new ceiling system; restroom and elevator refinishing; electrical, lighting, data/network, and HVAC upgrades; and repainting.

END OF SCOPE OF WORK

DRAWING INDEX

G1.0	SITE PLAN, VICINITY MAP, DRAWING INDEX, AND GENERAL NOTES
G1.1	BUILDING CODE SUMMARY
G1.2	ACCESSIBILITY STANDARDS
G1.3	ACCESSIBILITY STANDARDS
G1.4	COMPLIANCE ALTERNATIVE REPORT
LS1.1	LIFE SAFETY PLAN
AD1.1	DEMOLITION PLAN
A1.1	PROPOSED FLOOR PLAN
A1.2	REFLECTED CEILING PLAN
A1.3	FINISH PLAN AND SCHEDULES
A1.3	DOOR AND HARDWARE SCHEDULES, PARTITION TYPES, AND NOTES
A1.4	INTERIOR ELEVATIONS
A1.5	INTERIOR ELEVATIONS
A1.6	DOOR SCHEDULE AND PARTITION TYPES
A1.7	SECTIONS
FP1.0	FIRE PROTECTION : LEGEND, NOTES, AND ABBREVIATIONS
FP2.0	FIRE PROTECTION : DEMOLITION PLAN
FP3.0	FIRE PROTECTION : NEW WORK PLAN
M1.0	MECHANICAL : LEGEND, NOTES, AND ABBREVIATIONS
M2.0	MECHANICAL : DEMOLITION PLAN
M3.0	MECHANICAL : NEW WORK PLAN
M3.1	MECHANICAL : NEW WORK ROOF PLAN
M4.0	MECHANICAL : DETAILS
M5.0	MECHANICAL : SCHEDULES
M5.1	MECHANICAL : SCHEDULES
E1.1	ELECTRICAL LEGEND AND ABBREVIATIONS
E1.2	ELECTRICAL SPECIFICATIONS
E2.1	ELECTRICAL EXISTING LIGHTING PLAN
E2.2	ELECTRICAL EXISTING POWER PLAN
E2.3	ELECTRICAL EXISTING FIRE ALARM PLAN
E2.4	ELECTRICAL EXISTING MECHANICAL POWER PLAN
E3.1	ELECTRICAL NEW WORK LIGHTING PLAN
E3.2	ELECTRICAL NEW WORK POWER PLAN
E3.3	ELECTRICAL NEW WORK FIRE ALARM PLAN
E3.4	ELECTRICAL NEW WORK MECHANICAL POWER PLAN
E4.1	ELECTRICAL DETAILS & SCHEDULES

SPECIFICATION INDEX

SECTION	DOCUMENT NAME
BIDDING AND CONTRACT REQUIREMENTS:	
SECTION 000100	INVITATION TO BID
SECTION 000200	INSTRUCTIONS TO BIDDERS - AIA Document A701
SECTION 000410	BID FORM
SECTION 000600	BONDS, CERTIFICATES AND AFFIDAVITS
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (sample)
	Contractor Information Regarding Qualified Minority Individuals
	Supplemental Attachment for ACORD Certificate of Insurance - AIA Document G715
	Application and Certificate for Payment - AIA Document G702 and AIA Document G703
	Certificate of Substantial Completion – AIA Document G704 - 2000
	Contractor's Affidavit of Payment of Debts & Claims - AIA Document G706
	Contractor's Affidavit of Release of Liens - AIA Document G706A
	Consent of Surety to Final Payment - AIA Document G707
SECTION 000700	GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION – AIA Document A201 (modified)

SECTION	DOCUMENT NAME

DIVISION 1: **GENERAL REQUIREMENTS**

SECTION 001010	SUMMARY OF THE WORK
SECTION 001210	ALLOWANCES
SECTION 001330	SUBMITTAL PROCEDURES
SECTION 002411	SELECTIVE DEMO
SECTION 012300	ALTERNATES
SECTION 012500	SUBSTITUTION PROCEDURES
SECTION 017300	EXECUTION
SECTION 017700	CLOSEOUT PROCEDURES
SECTION 017823	OPERATION AND MAINTENANCE DATA
SECTION 017839	PROJECT RECORD DOCUMENTS
SECTION 017900	DEMONSTRATION AND TRAINING

DIVISION 2: **EXISTING CONDITIONS**

SECTION 024119	SELECTIVE DEMOLITION

DIVISION 3: **CONCRETE (N/A)**
DIVISION 4: **MASONRY (N/A)**
DIVISION 5: **METALS (N/A)**

DIVISION 6: **WOODS, PLASTICS & COMPOSITES**

SECTION 061000	ROUGH CARPENTRY
SECTION 062023	FINISH CARPENTRY

DIVISION 7: **THERMAL AND MOISTURE PROTECTION (N/A)**

DIVISION 8: **OPENINGS**

SECTION 081113	HOLLOW METAL FRAMES
SECTION 081416	FLUSH WOOD DOORS

DIVISION 9: **FINISHES**

SECTION 092900	GYPSUM BOARD
SECTION 096519	RESILIENT FLOORING
SECTION 096813	TILE CARPETING
SECTION 099123	INTERIOR PAINTING

DIVISION 10: **SPECIALTIES (N/A)**
DIVISION 11: **EQUIPMENT (N/A)**
DIVISION 12: **FURNISHINGS (N/A)**
DIVISION 13: **SPECIAL CONSTRUCTION (N/A)**
DIVISION 14: **CONVEYING EQUIPMENT (N/A)**
DIVISION 21: **FIRE SUPPRESSION** (SEE FP DRAWINGS)

DIVISION 22: **PLUMBING (N/A)**
DIVISION 23: **MECHANICAL**

SECTION 210000	FIRE PROTECTION GENERAL
SECTION 210010	CODES AND STANDARDS
SECTION 211313	WET PIPE SPRINKLER SYSTEM
SECTION 230000	HVAC GENERAL
SECTION 230010	CODES AND STANDARDS
SECTION 230020	HVAC RELATED WORK
SECTION 230513	MOTORS
SECTION 230517	SLEEVES AND SLEEVE SEALS
SECTION 230526	ACCESS DOORS
SECTION 230529	HANGERS AND SUPPORTS
SECTION 230548	VIBRATION ISOLATION
SECTION 230553	HVAC IDENTIFICATION
SECTION 230590	STARTUP REQUIREMENTS FOR HVAC SYSTEMS
SECTION 230593	TESTING, ADJUSTING, AND BALANCING
SECTION 230713	DUCT INSULATION
SECTION 233113	METAL DUCTWORK
SECTION 233400	FANS
SECTION 233713	DIFFUSERS, REGISTERS, AND GRILLES
SECTION 234100	AIR FILTRATION
SECTION 238126	SPLIT-SYSTEM AIR CONDITIONING UNITS

DIVISION 26: **ELECTRICAL** (SEE E DRAWINGS)
DIVISION 27: **COMMUNICATIONS (N/A)**
DIVISION 28: **ELECTRONIC SAFETY AND SECURITY (N/A)**
DIVISION 31: **EARTHWORK (N/A)**
DIVISION 32: **EXTERIOR IMPROVEMENTS (N/A)**
DIVISION 33: **UTILITIES (N/A)**

ADDENDUM NUMBER ONE
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 11, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 **The Bids Due Date shall hereby be changed.** Sealed Bids will be received and clocked in until 2:15 PM local time, **Wednesday, the 25th day of January, 2023** in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602.

1.02 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents.

1.03 The City of Mobile shall provide the sprinkler flow test.

1.04 For clarification, the existing roof appears to be a built-up rolled bitumen roof. We have included existing photos in the dropbox for visual reference. Contractors are also welcome to schedule getting up on the roof to inspect if needed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS (N/A)

PART 4 - CHANGES TO THE DRAWINGS

4.01 Refer to attached drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023. The furniture package shall be included in the base bid.

4.02 Refer to Sheet A1.6 "Partition Types". The wall sound insulation shall be Rockwool "Safe n Sound" 3 inch Fire Resistant Stone Wool Batt or approved equal.

4.03 Refer to Sheet A1.2 "Reflected Ceiling Plan". The Basis of Design acoustic tile for all areas shown shall be the following to match building standards:

A. Basis-of-Design Product: Subject to compliance with requirements, provide "Armstrong, Ultima, #1911" or comparable product by one of the following:
   1. Armstrong World Industries, Inc.
   2. CertainTeed Corporation
   3. Chicago Metallic Corporation
   4. USG Interiors, Inc.; Subsidiary of USG Corporation

B. Classification: Provide panels complying with ASTM E 1264 for type, form, and pattern as follows:
   1. Type and Form: Type IV, wet-formed mineral fiber with vinyl-faced membrane; Form 2,
   2. Pattern: E.
C. Color: White,
D. LR: Not less than 0.90.
E. Edge/Joint Detail: Tegular
F. Thickness: 3/4 inch.
G. Modular Size: 24 by 24 inches.

4.04 Refer to Sheet A1.2 "Reflected Ceiling Plan". The Basis of Design above-ceiling acoustic insulation above all acoustic tile shall be unfaced Mineral-Fiber Blanket Insulation: BLANKETS WITHOUT MEMBRANE FACING, MINIMUM R-VALUE: R-19

4.05 Cross-referencing across all sheets and specifications, **"Alternate #1"** shall be omitted from the bid documents. In lieu of that proposed restroom work, only **painting of the two existing restrooms is to be included in the base bid.**

4.06 Cross-referencing across all sheets and specifications, **"Alternate #2" shall consist of sanding the existing elevator cab walls and re-staining with 4 coats of polyurethane, removing the existing tile flooring and mortar and providing a new porcelain tile floor. Basis-of-Design for the porcelain tile shall be included in a subsequent addendum.**

H. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram- negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.

I. Suspension System: Armstrong Prelude XL 15/16 Exposed Tee

PART 5 – ATTACHMENTS (N/A)

END OF ADDENDUM

ADDENDUM NUMBER TWO
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 20, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 THIS ADDENDUM AND ITS ATTACHEMENTS CONSISTS OF 112 TOTAL PAGES

1.02 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents

1.03 The period of construction shall be 90 calendar days from the execution of contract.

1.04 **To clarify, the cosmetic work in the elevator shall be included under "Alternate #2", per the scope listed in Addendum #1. Alternate #1 has been omitted per Addendum #1.**

1.05 **RESCINDING the direction of Section 4.01 of Addendum #1**, the furniture and signage package shall NOT be included in the base bid. These items shall now be Owner furnished and Owner Installed.

1.06 Signage is to be Owner Furnished and Owner Installed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS

3.01 The basis of design for the storage locker shall be

SOUTHWEST SOLUTIONS GROUP, INC

a. SIX COMPARTMENT FLUSH MOUNT WALL PISTOL LOCKERS WITH MASTER KEY LOCKS, 25" WIDE X 6-1/2" DEEP X 20-1/8" HIGH, MODEL #SMS-72-EDHGF06M, COLOR: TO BE SELECTED BY OWNER DURING SUBMITTAL PROCESS.

3.02 The basis of design for door sets shall be

Yale 8800 series, mortise lock set. Lock cylinders are 7 pin Interchangeable core capable from Best or Falcon. Cores are Best brand.

3.03 Level of gypsum board finish to be Level 4, typical.

3.04 All references to an Energy Management System in Section 230020-4 shall be omitted.

3.05 All references to Kitchen Exhaust Ducts in Sections 233113-4, 233300-3, 233400-2, etc., shall be omitted.

3.06 Specification Section 230020 "HVAC RELATED WORK" added.

3.07 Specification Section 233113 "METAL DUCTWORK" added.

3.08 Specification Section 233300 "DUCTWORK ACCESSORIES" added.

3.09 Specification Section 233400 "FANS" added.

3.10 See Part 5 "ATTACHMENTS" for full list of Forms provided as attachment.

PART 4 - CHANGES TO THE DRAWINGS

4.01 Drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023, previously included in Addendum #1, shall only be used for reference and the furniture package **shall NOT be included in the base bid.**

4.02 Refer to Drawing "A-3", entitled "200 GOVERNMENT STREET 3RD FLOOR – NEW FLOORING LAYOUT", dated December 22, 2022. Flooring and base colors and locations are described for reference.

PART 5 – ATTACHMENTS (N/A)

5.01 Sheet "A-3" "NEW FLOORING LAYOUT", dated December 19, 2022.
5.02 AIA A701 Instructions to Bidders
5.03 Accounting of Sales Tax Form
5.04 City of Mobile Subcontracting and Major Supplier Form
5.05 Cover for Agreement
5.06 Draft AIA Agreement
5.07 Performance Bond
5.08 E-Verify Documentation
5.09 Application and Certification for Payment
5.10 Continuation Sheet
5.11 DBE Utilization Report
5.12 Certificate of Substantial Completion Sample
5.13 Affidavit of Payment of Debits & Claims Sample
5.14 Affidavit of Release of Liens Sample
5.15 Consent of Surety to Final Payment Sample
5.16 Vendor Information Form Sample
5.17 Specification Section 230020 "HVAC RELATED WORK"
5.18 Specification Section 233113 "METAL DUCTWORK"
5.19 Specification Section 233300 "DUCTWORK ACCESSORIES"
5.20 Specification Section 233400 "FANS"
5.21 AIA 201 General Conditions

END OF ADDENDUM

ADDENDUM NUMBER TWO
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 20, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES

1.01 When a change is shown on a drawing, in a specification section or in a Document, keep that change consistent through all drawings, specifications and Documents

1.02 The period of construction shall be 90 calendar days from the execution of contract.

1.03 **To clarify, the cosmetic work in the elevator shall be included under "Alternate #2", per the scope listed in Addendum #1. Alternate #1 has been omitted per Addendum #1.**

1.04 **RESCINDING the direction of Section 4.01 of Addendum #1**, the furniture and signage package shall NOT be included in the base bid. These items shall now be Owner furnished and Owner Installed.

1.05 Signage is to be Owner Furnished and Owner Installed.

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS

3.01 The basis of design for the storage locker shall be

SOUTHWEST SOLUTIONS GROUP, INC

a. SIX COMPARTMENT FLUSH MOUNT WALL PISTOL LOCKERS WITH MASTER KEY LOCKS, 25" WIDE X 6-1/2" DEEP X 20-1/8" HIGH, MODEL #SMS-72-EDHGF06M, COLOR: TO BE SELECTED BY OWNER DURING SUBMITTAL PROCESS.

3.02 The basis of design for door sets shall be

Yale 8800 series, mortise lock set. Lock cylinders are 7 pin Interchangeable core capable from Best or Falcon. Cores are Best brand.

3.03 Level of gypsum board finish to be Level 4, typical.

3.04 All references to an Energy Management System in Section 230020-4 shall be omitted.

3.05 All references to Kitchen Exhaust Ducts in Sections 233113-4, 233300-3, 233400-2, etc., shall be omitted.

3.06 Specification Section 230020 "HVAC RELATED WORK" added.

3.07 Specification Section 233113 "METAL DUCTWORK" added.

3.08 Specification Section 233300 "DUCTWORK ACCESSORIES" added.

3.09 Specification Section 233400 "FANS" added.

3.10 See Part 5 "ATTACHMENTS" for full list of Forms provided as attachment.

PART 4 - CHANGES TO THE DRAWINGS

4.01 Drawing "A-1", entitled "GOVERNMENT STREET 3RD FLOOR – FURNITURE", dated January 3, 2023, previously included in Addendum #1, shall only be used for reference and the furniture package **shall NOT be included in the base bid.**

4.02 Refer to Drawing "A-3", entitled "200 GOVERNMENT STREET 3RD FLOOR – NEW FLOORING LAYOUT", dated December 22, 2022. Flooring and base colors and locations are described for reference.

PART 5 – ATTACHMENTS (N/A)

5.01 Sheet "A-3" "NEW FLOORING LAYOUT", dated December 19, 2022.
5.02 AIA A701 Instructions to Bidders
5.03 Accounting of Sales Tax Form
5.04 City of Mobile Subcontracting and Major Supplier Form
5.05 Cover for Agreement
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5.10 Continuation Sheet
5.11 DBE Utilization Report
5.12 Certificate of Substantial Completion Sample
5.13 Affidavit of Payment of Debits & Claims Sample
5.14 Affidavit of Release of Liens Sample
5.15 Consent of Surety to Final Payment Sample
5.16 Vendor Information Form Sample
5.17 Specification Section 230020 "HVAC RELATED WORK"
5.18 Specification Section 233113 "METAL DUCTWORK"
5.19 Specification Section 233300 "DUCTWORK ACCESSORIES"
5.20 Specification Section 233400 "FANS"
5.21 AIA A101 Sample Contract

END OF ADDENDUM

ADDENDUM NUMBER THREE
200 Government Third Floor Renovations
City of Mobile Project Number MX-068-22

Date: January 25, 2023

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents as noted below. Direct any questions, comments or discrepancies to Steve Stone at steve@dakinsteet.com.

PART 1 - GENERAL CHANGES (N/A)

PART 2 - CHANGES TO THE FORMS AND CONDITIONS (N/A)

PART 3 - CHANGES TO THE SPECIFICATIONS (N/A)

PART 4 - CHANGES TO THE DRAWINGS

4.01 In lieu of the specified **2x4 wood studs @ 16" O.C. , 3 5/8" x 25ga Metal Studs @ 16" O.C.** may be used.

PART 5 – ATTACHMENTS (N/A)

END OF ADDENDUM

SECTION 00410 - BID FORM

The following Bid Form 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 l827, Mobile, AL, 36633

REF: PROJECT NAME: 200 Government Street Third Floor Renovations

PROJECT NO.: MX-068-22

PROJECT LOCATION: 200 Government Street, Mobile, AL 36633

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by dakinstreet architects and dated Dec. 16, 2022; and all Addendum(a) Number(s) 1-3, dated 1/11/23 & 1/20/23 & 1/25/23, 2022.

(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,

COMPANY NAME: Rogers & Willard Inc.

ADDRESS: 550 St Michael Street, Mobile, AL 36602

PHONE 251-479-2675

ALABAMA GENERAL CONTRACTOR LICENSE NO. 18844

CITY OF MOBILE BUSINESS LICENSE NO. 33130

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. 144-526

(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 one hundred twenty (120) days from the date of the Notice to Proceed.

Base Bid: $ 556,571.00

Total Allowance: + $ 10,000.00

Total Base Bid: $ 566,571.00
(Fill in here and in Total Base Bid below)

TOTAL BASE BID: Five Hundred Sixty Six Thousand

Five Hundred Seventy One Dollars, ($ 566,571.00)
(Amount in Words) (Amount in Figures)

Alternate #2 Elevator Refinishing $6,005.00

ALLOWANCES: $10,000 lump sum Allowance shall be included in the Total Base Bid for work related to unforeseen conditions as approved by the Owner.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank 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, is 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: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Section 14.1 and Section 14.2, Code of the City of Mobile, adopted December 10, 1991.

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.

ROGERS & WILLARD INC. CORPORATE SEAL 1991 STATE OF ALABAMA

COMPANY NAME: Rogers & Willard Inc.
(Printed or Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Mike Rogers
(Printed or Typed)

TITLE President **DATE** 1/25, **2023**
(Printed or Typed)

Sworn to and subscribed before me this 25 day of January 2023

_____
Notary Public

SAMANTHA HEPSTALL NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES MAY 23, 2023

Attachments: 1. Bid Security, with Power of Attorney.
2. Secretary of State Authorization (Out of State Bidder only).

END OF SECTION 00410

CITY OF MOBILE
MX-068-22
200 GOVERNMENT STREET
THIRD FLOOR RENOVATIONS
#

PROJECT NO.

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00 41 00
SALES TAX FORM C-3A

To: City of Mobile

Date: 1/25/2023

Name of Project: 200 GOVERNMENT STREET – THIRD FLOOR RENOVATIONS
Project Number: MX-068-22

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:

AMOUNT	ESTIMATED SALES TAX
BASE BID:	$ 19,577.00
ADD ALT. #1:	$ N/A
ADD ALT. #2:	$ 207.00

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: Rogers & Willard Inc.

Mailing Address: 550 St. Michael Street, Mobile, AL 36602

***By (Legal Signature):** Michael C Rogers

***Name (type or print):** Michael Rogers

***Title:** President

Telephone Number: 251-479-2675

(Seal) ROGERS & WILLARD, INC. CORPORATE SEAL 1991 STATE OF ALABAMA

SALES TAX FROM C-3A
#

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, 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 email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Rogers & Willard Inc.
Address	550 St. Michael Street, Mobile, AL 36602
Telephone	251-479-2675
E-Mail	bdavis@rogerswillard.com

RFP/RFQ Solicitation Number	mx-068-22
Project Description	200 Government Street 3rd Floor Renovations
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 26 Female 11 Minority 2 Non-minority 35 Vets _____ Total #of Employees 37

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Mike Rogers

Signature: Michael C Rogers Date: 1/25/2023

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: Michelle Thompson Title: Administrator

E-mail:_ Phone: mthompson@rogerswillard.com

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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, 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 # mx-068-22 Your Bid/Proposal Amount $ 566,571.00 Date: 1 / 25 / 23

Description 200 Government Street, Mobile, AL 36602

Name of Bidder/Proposer: Rogers & Willard 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
none specified						

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OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Rogers & Willard Inc.

Contact Person: Leah Dees Phone 251-479-2675 Email ldees@rogerswillard.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.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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.

x
_____ 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. solicited through our public online portal.

Suggestions or comments to improve this program. _____

Alabama Secretary of State

Rogers & Willard, Inc.	
Entity ID Number	000 - 144 - 526
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/01/1991
Registered Agent Name	ROGERS, MICHAEL C JR
Registered Office Street Address	451 ST. LOUIS ST. MOBILE, AL 36602
Registered Office Mailing Address	451 ST. LOUIS ST. MOBILE, AL 36602
Nature of Business	GENERAL CONSTRUCTION BUSINESS
Capital Authorized	$100
Capital Paid In	---
Incorporators	
Incorporator Name	MCALEER, PATRICK A
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	ROGERS, MIKE
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	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
Transactions	
Transaction Date	01/19/1993
Legal Name Changed From	McAleer-Rogers, Inc.
Transaction Date	12/27/1995
Legal Name Changed From	McAleer-Rogers-Willard, Inc.

Rogers & Willard, Inc.	
Transaction Date Miscellaneous Filing Entry	12/27/2000 CANCELLATION OF REACQUIRED SHARES
Transaction Date Registered Agent Changed From	07/16/2007 MCALEER, PATRICK A 7068 AIRPORT BLVD MOBILE, AL 36670
Transaction Date Capital Amounts Changed From	08/17/2009 $10,000 Authorized --- Paid In
Transaction Date Miscellaneous Filing Entry	08/17/2009 AMENDMENT FILED
Transaction Date Registered Agent Changed From	12/06/2021 ROGERS, MICHAEL C JR 3005 MILL STREET MOBILE, AL 36607

Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	08/01/1991 Certificate of Formation 6 pgs.
Document Date / Type / Pages	01/19/1993 Legal Name Change 4 pgs.
Document Date / Type / Pages	12/27/1995 Legal Name Change 3 pgs.
Document Date / Type / Pages	12/27/2000 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	07/16/2007 Registered Agent Change 1 pg.
Document Date / Type / Pages	08/17/2009 Miscellaneous Entry 3 pgs.
Document Date / Type / Pages	12/06/2021 Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 352599

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 **Rogers & Willard, Inc.**	
Julie Beall	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date 8-23-2010
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	08/23/2010
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Rogers & Willard, Inc.**
Company Facility Address:	**3005 Mill Street**
	Mobile, AL 36607
Company Alternate Address:	**P.O. Box 7394**
	Mobile, AL 33670
County or Parish:	**MOBILE**
Employer Identification Number:	**631050345**

E-Verify

Company ID Number: 352599

North American Industry Classification Systems Code:	236
Parent Company:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Wanda Burch**		
Telephone Number:	**(251) 300 - 6583**	Fax Number:	**(251) 479 - 2776**
E-mail Address:	**wburch@rogerswillard.com**		
Name:	**Julie I Beall**		
Telephone Number:	**(251) 300 - 6589**	Fax Number:	**(251) 479 - 7443**
E-mail Address:	**jbeall@rogerswillard.com**		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/16/2023

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
Alliant Insurance Services, Inc.
1817 Crane Ridge Dr Ste 300
Jackson MS 39216

License#: 0C36861
ROGE&WI-01

CONTACT NAME: Jamie White
PHONE (A/C, No, Ext): 769-230-1279 FAX (A/C, No): 601-709-4615
E-MAIL ADDRESS: jwhite@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insuranc	30104
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Aspen American Insurance Compa	43460
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rogers & Willard, Inc.
550 St. Michael Street
Suite A
Mobile AL 36602

COVERAGES **CERTIFICATE NUMBER:** 1248031314 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	43UEADG0811	10/5/2022	10/5/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	43UEADG0812	10/5/2022	10/5/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	43RHADG0139	10/5/2022	10/5/2023	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	43WEAAH6T0D	10/5/2022	10/5/2023	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
C	Leased/Rented Equipment			IM00JAM22	10/5/2022	10/5/2023	Limit Deductible	$200,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602. City of Mobile Project No MX-068-22. City of Mobile, dakinstreet architects, and any other party required by the contract documents are included as additional insureds on all policies except the worker's compensation policy on a primary and non-contributory basis including ongoing and completed operations. A waiver of subrogation is included in favor of City of Mobile, dakinstreet architects, and any other party required by the contract documents on all policies. A 30 days prior written notice of cancellation, non-renewal, or material change in coverage (10 days for non-payment of premium) is included on all policies in favor of the certificate holder.

CERTIFICATE HOLDER

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

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
William L Painter

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ACORD®

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY): 2/16/2023

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

AGENCY PHONE (A/C, No, Ext): 601-709-4613 Alliant Insurance Services, Inc. 1817 Crane Ridge Dr Ste 300 Jackson, MS 39216 License#: 0C36861	**COMPANY** American Zurich Insurance Comp
FAX (A/C, No): 601-709-4615 E-MAIL ADDRESS:	
CODE: SUB CODE:	
AGENCY CUSTOMER ID #:	
INSURED Rogers & Willard, Inc. 550 St. Michael Street Suite A Mobile AL 36602	LOAN NUMBER POLICY NUMBER: ER98541476 EFFECTIVE DATE: 3/5/2023 EXPIRATION DATE: 9/5/2023 ☐ CONTINUED UNTIL TERMINATED IF CHECKED THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602

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

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☐

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Special Form Builders Risk	$572,576	$2,500
Transit Coverage	$28,000	$2,500
Temporary Location	$28,000	$2,500
Wind/Hail other than Named Storm	$572,576	$2,500
Named Storm	$572,576	3%
Soft Costs	$5,000	

REMARKS (Including Special Conditions)

A thirty days prior written notice of cancellation, non-renewal, or material change in coverage (10 days notice for non-payment of premium) is included in favor of the certificate to holder.
Project: 200 Government Street - Third Floor Renovations, 200 Government Street, Mobile, Alabama 36602. City of Mobile Project No MX-068-22. City of Mobile, dakinstreet architects, and any other party required by the contract documents are included as additional insureds.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

NAME AND ADDRESS		
City of Mobile P.O. Box 1827 Mobile, AL 36633-1827	☒ ADDITIONAL INSURED ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE ☐ MORTGAGEE	LOAN # AUTHORIZED REPRESENTATIVE William G Painter

ACORD 27 (2016/03)

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AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To perform maintenance and repairs of existing HVAC systems at various City of Mobile facilities for one year

Amount of Contract:

Not to exceed $300,000.00

Funding Source

Project # HVAC Maintenance and Repairs at various City of Mobile facilities SC-015-23	**Discretionary Funds**
Project String C0837 HVAC Repairs & Maintenance-Vars Loc (20002000-48010)	**Contract Number:**4344
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
SC-015-23 HVAC Maintenance and Repairs at various City of Mobile facilities	Cover Memo	3/1/2023
Revised Resolution	Cover Memo	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Boatwright, Cassie	Approved	3/2/2023 - 8:52 AM
Capital	Rhodes, Brenda	Approved	3/2/2023 - 10:04

Legal	Monteiro, Cherlina	Approved	3/2/2023 - 12:17 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:20 PM

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS (1-YEAR SERVICE CONTRACT)
Project Number:	SC-015-23
Amount:	NOT TO EXCEED $300,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0837 – HVAC REPAIRS & MAINTENANCE-VARS LOC

CAPITAL PROJECT #: C0837 (20002000-48010) **DATE OF RECEIPT:** _____

BUILDING SERVICES PROJECT #: SC-015-23

CONTRACT AMOUNT: NOT TO EXCEED $300,000.00

PROJECT DESCRIPTION: TO PERFORM MAINTENACE AND REPAIRS OF EXISTING HVAC SYSTEMS AT VARIOUS CITY OF MOBILE FACILITIES FOR ONE YEAR.

VENDOR NAME: GORAM AIR CONDITIONING COMPANY, INC.

VENDOR NUMBER: 074050

DEPT #: 3037 **DEPT NAME:** BUILDING SERVICES DEPARTMENT

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:** 3/01/2023

STANDARD SERVICE CONTRACT AGREEMENT BETWEEN CITY OF MOBILE AND SERVICE CONTRACTOR

This **Agreement** made and entered into_____ day of_____, in the year 20____.

By and between the CITY OF MOBILE, by the Mayor, duly authorized party of the first part, hereinafter called the "City",

And the **SERVICE CONTRACTOR:** Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile, Alabama 36606

City Business License No.: 195350

City of Mobile Vendor Number: 74050

for the following PROJECT:

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-015-23

WITNESSETH, that this Service Contractor and City, for the considerations stated herein, agree as follows:

ARTICLE 1. Statement of Work to be Performed:
1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project. In strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:
2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract is for one (1) year from the date of the Notice to Proceed.

ARTICLE 3. Contract Sum:
3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

3.2 SCHEDULE OF VALUES: for all Basic Services as specified shall be billed as follows:

Labor Rates:

HVAC Technician:	
Hourly Labor Rate	$ 80.00 /hour
(between 8am and 5 pm)	
Overtime Labor Rate	$ 80.00 /hour
(after 5pm and on weekends)	

Parts/Material:
Service Contractor's Direct Cost plus 15 %

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

A. Payments shall be made monthly upon completion and inspections of the work specified.

B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.

C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or 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 (City of Mobile, Facility Maintenance Department, 850 Owens Street, Mobile, AL 36604). 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.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated January 18, 2023.	9 pages
2. Specifications, dated January 18, 2023.	
Section 01000 – Scope of Work	3 pages
3. This Instrument (Agreement)	6 pages
4. Bid Form	4 pages
5. E-Verify Documentation	2 pages
6. Certificate of Liability Insurance with Endorsements	3 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and

qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
   Bodily injury and property damage combined --$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
   $1,000,000 each person
   $1,000,000 each occurrence
2. Property damage liability - $1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above)
   Bodily injury and property damage combined – $1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

1. $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

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

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be

endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General
7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 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.

8.3 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.

8.4 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.

8.5 Licenses, permits, etc.: Service Contractor 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.

8.6 No Agency Relationship Created: Service Contractor, 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 Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall abide by provisions of Ordinance # 02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing work for the City of Mobile. A copy of said ordinance is on file in the office of the Director of Architectural Engineering.

8.8 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.

8.9 State of 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 of 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.

8.10 Public contracts with entities engaging in certain boycott activities: By signing this contract, the Service 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.

8.11 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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9. Signature:

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Service Contractor by such duly authorized officers or individuals as may be required by law.

OWNER: City of Mobile

_____
Signature

Mayor, City of Mobile
Printed Name and Title

SERVICE CONTRACTOR:

_____
Signature

Darren W Deas - Vice 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 Darren Deas **as** Vice Pres. **of** Goram Air Conditioning **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** _____.
Sworn to and subscribed for me this 1 **day of** Feb. **, 2023.**

Scarlett C Scoggins
NOTARY PUBLIC
My Commission Expires:

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

SECTION 01000 – SCOPE OF WORK

HVAC MAINTENANCE AND REPAIR

General:
Service Contractor shall furnish all labor, materials and parts, tools and equipment necessary to service, maintain, and repair existing heating, ventilation, and air conditioning (HVAC) equipment, or install new equipment, for selected City-owned facilities. The facilities include**, but shall not be limited to, the following:**

1. Mobile Animal Shelter - 855 Owens Street
2. Azalea City Golf Course - 1000 Gaillard Dr.
3. Hurtel (Wright) Armory – 1900 Hurtel Street
4. Library Administration – 700 Government Street
5. Library Local History and Genealogy – 753 Government Street
6. Ben May Main Library – 701 Government Street
7. Municipal Archives – 457 Church Street
8. History Museum of Mobile – 111 South Royal
9. Police Special Operations – 850 St. Anthony Street
10. Public Works Garage – 770 Gayle Street
11. Public Works Administrative/Service Buildings – 770 Gayle Street
12. Tillman's Corner Community Center – 5055 Carol Plantation Road
13. West Regional Library – 5555 Grelot Road
14. Western Administrative Complex (WAC) – 4851 Museum Drive
15. Police Central Headquarters – 2460 Government Street
16. FS 3 – Central Fire Station – 701 St. Francis Street
17. Gulf Coast Exploreum – 65 Government Street
18. Mobile Civic Center – 401 Civic Center Drive
19. Connie Hudson Mobile Regional Senior Community Center- 3200 Hill Crest Road
20. Mobile Museum of Art- 4850 Museum Drive

A general description of the heating, ventilation, and air conditioning equipment to be serviced at the above listed facilities is listed under HVAC Maintenance and Repair – Facility Equipment List (attached as Exhibit A).

Maintenance and Repair Service:
Service Contractor shall provide necessary maintenance and repair services to keep the specified equipment and other associated equipment in good and working order. Required HVAC/building controls and fire alarm work will be completed by Owner under a separate contract.

All work shall be under the direction of the City of Mobile, Facility Maintenance, Mechanical Systems Department. All maintenance and repair service shall be scheduled by the Director of Facility Maintenance or his designated representative.

Upon receiving a request for maintenance and repair service, Service Contractor shall dispatch a

single HVAC Technician to inspect/diagnose the problem and provide an estimate of number of hours of labor, number of HVAC technicians or other staff required if more than one, and cost of parts or equipment required to complete the Work. No work shall begin and no parts or equipment shall be ordered prior to approval, in writing, by the Facility Maintenance Department. Service Contractor shall notify the Facility Maintenance Department immediately of any obstacles encountered that may be preventing Service Contractor from completing assigned projects. All work shall be inspected and approved by a representative of the Facility Maintenance Department prior to final payment.

All labor shall be billed at the scheduled hourly billing rate as stipulated in the Agreement. The hourly billing rates shall include all costs for direct time, benefits, taxes, all overhead and profit and other indirect expenses. Parts and equipment shall be billed at the Service Contractor's direct cost, including shipping if required, from manufacturer or supplier plus a percentage multiplier for overhead and profit as stipulated in the Agreement.

Time of Performance:
Normal working hours are considered to be Monday through Friday 8:00 a.m. to 5:00 p.m.
Response times for the contractor to respond to a given request by the City are as follows:

Scheduled maintenance and repair service:
within twenty-four (24) hours

Emergency repair service:
Monday through Friday between 8:00 am and 5:00 pm - within one (1) hour
Monday through Friday after 5:00 pm and on weekends - within
two (2) hours.

City facilities will generally remain operational during maintenance and repair services. Maintenance and repair work shall be carried out in such a way to minimize disruption to facility operations, facility staff or to the general public. Service Contractor shall coordinate all work with the Facility Maintenance Department.

Upon arrival at a facility, the Service Contract Technician(s) shall check in with the facility staff to make them aware of the work to be accomplished, anticipated times for service, and any shut-downs or other disruptions that may be necessary to complete the work. Upon completion, the Service Contractor Technician shall notify the facility manager and Facility Maintenance Department representative.

All work shall be done in accordance with all State and Local Codes and all Federal Regulations.

Payments will be made monthly for completed services upon approval of Service Contractor's invoice for services. Invoices shall specify the facility, exact services performed, date and time of service, technician(s) or other staff providing services, copies of manufacturer/supplier invoices, or other information required for approval by the Facility Maintenance Department.

For purposes of billing, invoiced time shall include the number of hours Service Contract Technician(s) was actively engaged in repair or maintenance work for the specified facility, including

reasonable travel time.

Each service must be invoiced separately.

Service Contractor must employ, at minimum fifteen (15) HVAC Technicians who possess a minimum of one year journeyman level experience as a heating, air conditioning and refrigeration mechanic and in possession of the Environmental Protection Agency (EPA) Universal Technician Certification (as required under Section 608 of the Clean Air Act, 1990).

The City reserves the exclusive right to purchase parts or equipment directly and have the Service Contractor install the item(s) at the specified billing rate. The City also reserves the right to perform any of the work covered under a specific task order with its own personnel if it is in the City's best interest to do so.

Miscellaneous Provisions:
Service Contractor shall warrant all labor, parts and equipment for forty-five (45) days unless manufacturer warranty/guarantee is greater.

Any parts, equipment, adjacent finishes or other property damaged by the Service Contractor in the course of maintenance and repair services or as a result of faulty workmanship shall be repaired or replaced at no cost to the City.

Any spillage or exchanged oil, refrigerants, chemicals, etc. shall be the responsibility of Service Contractor and disposed of in accordance with State and Federal guidelines.

DC/NIH Covid-19 Guidelines are in effect. The Contractor shall adhere to current guidelines as directed by the City. All Service Contractor's personnel shall wear a face mask/face covering at all times while in a City of Mobile building, adhere to current social distancing guidelines, and note that temperature checks may be conducted.

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: CITY OF MOBILE
FACILITY MAINTENANCE DEPARTMENT
850 OWENS STREET
MOBILE, ALABAMA 36604

PROJECT NAME: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS

PROJECT LOCATION: VARIOUS CITY OF MOBILE FACILITIES

PROJECT NO.: SC-015-23

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Facility Maintenance Department and dated April 25, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Facility Maintenance Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: Goram Air Conditioning Company, Inc.

ADDRESS: 1252 Houston Street, Mobile, AL., 36606 **PHONE** 251-476-5003

CITY OF MOBILE BUSINESS LICENSE NUMBER: 195350

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____
(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) **[x] (A Corporation)**
[ ] (A Partnership)
[ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, Section 01000 – Scope of Work, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The term of the Contract shall extend for one (1) year from the date of the Notice to Proceed. The

Contract shall be based on time and material cost with the Total Contract Sum not to exceed Three Hundred Thousand and 00/100 Dollars ($300,000.00).

1. BASE BID – MAINTENANCE & REPAIR SERVICES - shall be based on the following Labor Rates:

HVAC Technician:	
Hourly Labor Rate (between 8am and 5 pm)	$ 80.00 /hour
Overtime Labor Rate (after 5pm and on weekends)	$ 80.00 /hour

** Per hour labor rates shall include total labor including all overhead and profit, all travel costs, and all costs for tools, equipment, supplies, minor materials, and other incidentals necessary for complete service.*

2. SCHEDULE OF VALUES - for furnishing equipment, parts or other materials:

Parts/Material – Direct Cost plus 15 %

** Direct cost shall be based on invoiced amount from supplier/ manufacturer and shall include all shipping/ delivery costs and all applicable sales and use taxes.*

3. BID INCLUDES:
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____
Addendum Number _____, Dated _____

4. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than $10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

5. NON-DISCRIMINATION: The undersigned Bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

6. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:
Company Name: Baldwin County Board of Education
Company Address: 2600 N Hand Ave, Bay Minette, AL., 36507
Telephone: 251-970-4420 Email: rsank@bcbe.org
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1980 - present

B. Reference #2:
Company Name: Mobile County Public Works
Company Address: 205 Government Street, Mobile AL., 36644
Telephone: 251-574-6513 Email: victor.tipp@mobilecountyal.gov
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1975- present

C. Reference #3:
Company Name: City of Mobile - Facilities Maintenance
Company Address: 850 Owens Street, Mobile, AL., 36604
Telephone: 251-208-1575 Email: thomasc@cityofmobile.org
Type of Work: Mechanical / HVAC Maintenance
Date(s): 1975-present

7. SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

Goram Air Conditioning Company, Inc.
(Typed)

BY: _____
(Signature of Company Officer)

COMPANY OFFICER: Darren W. Deas
(Typed)

TITLE Vice President
(Typed)

DATE February 15th, 20 23

Sworn to and subscribed before me this 2|1 **day of 20** 23

Scarlett C Scoggins
Notary Public

SCARLETT C. SCOGGINS
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires April 14, 2025

END OF SECTION

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	Goram Air Conditioning Company, Inc.
Address	1252 Houston Street, Mobile, Alabama, 36606
Telephone	251-476-5003
E-Mail	Darren@goramair.com

RFP/RFQ Solicitation Number	SC-050-22
Project Description	Service Contract - HVAC Maintenance & Repair
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 38 Female 4 Minority 8 Non-minority 30 SDVO _____ Total #of Employees 42

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Darren W. Deas

Signature: _____ Date: 2/15/23

Title: Vice 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: Darren W. Deas Title: Vice President

Email: Darren@goramair.com Phone: 251-476-5003

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 Goram Air Conditioning Your Bid/Proposal Amount $ 80.00 per hour w/ 15% markup on consumables Date: 2/15/23

_____/ _____/_____ Description Service contract - HVAC Maintenance and Repair Contract for City of Mobile owned Buildings

Name of Bidder/Proposer: Darren W. Deas

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
None						

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goram Air Conditioning Company, Inc.

Contact Person: Darren W. Deas Phone 251-476-5003 Email Darren@goramair.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

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	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)

__x__ 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. Goram will self perform these task. No DBE's were qualified.

Alabama Secretary of State

Goram Air Conditioning Company, Inc.	
Entity ID Number	000 - 036 - 895
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	02/28/1975
Registered Agent Name	GORAM, JOYCE L.
Registered Office Street Address	1252 HOUSTON ST MOBILE, AL 36606
Registered Office Mailing Address	1252 HOUSTON ST MOBILE, AL 36606
Nature of Business	---
Capital Authorized	$10,000
Capital Paid In	$10,000
Incorporators	
Incorporator Name	GORAM, ROBERT L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, WILLIAM J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, JOYCE L
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	GORAM, HELEN G
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.	

Goram Air Conditioning Company, Inc.	
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

Transactions	
Transaction Date	05/28/2002
Registered Agent Changed From	* Added
Transaction Date	09/02/2021
Registered Agent Changed From	GORAM, ROBERT L 1252 HOUSTON ST MOBILE, AL 36606

Scanned Documents		
Purchase Document Copies		
Document Date / Type / Pages	05/28/2002	Registered Agent Change 1 pg.
Document Date / Type / Pages	09/02/2021	Registered Agent Change 2 pgs.

Browse Results New Search

E-Verify

Company ID Number: 122561

Approved by:

Employer GORAM AIR CONDITIONING CO., INC.	
Name (Please Type or Print) PAULA G WILLIAMS	Title
Signature Electronically Signed	Date 05/27/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/27/2008

E-Verify

Company ID Number: 122561

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	GORAM AIR CONDITIONING CO., INC.
Company Facility Address	1252 HOUSTON STREET MOBILE, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630680238
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/23/2023

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
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606
License#: 2081754

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Middlesex Insurance Company	23434
INSURER B : Alabama Self-Insured Worker's Compensation Fund	
INSURER C : Midwest Employers Casualty Company	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Goram Air Conditioning Company, Inc.
1252 Houston Street
Mobile AL 36606
GORAAIR-01

COVERAGES **CERTIFICATE NUMBER:** 1159573286 **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			A0160905003	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$ 3,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY			A0160905001	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			A0058895	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			P100546AL2023	1/1/2023	1/1/2024	X PER STATUTE / OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		PTAL129001	1/1/2023	1/1/2024	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equipment			A016095002	1/1/2023	1/1/2024	Limit: $90,000	Ded: $1,000

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

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status (including Completed Ops).

The General Liability and Automobile Liability policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability and Automobile Liability policies have a blanket Primary & Non-Contributory endorsement that affords that coverage to certificate holders
See Attached...

CERTIFICATE HOLDER

City of Mobile
P. O. Box 1827
Mobile AL 366331827

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: GORAAIR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.	NAMED INSURED Goram Air Conditioning Company, Inc. 1252 Houston Street Mobile AL 36606
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The Umbrella Liability policy is follow form.

Project Name: Service Contract - HVAC maintenance and repair contract for city-owned buildings
Project Location: Various City of Mobile Facilities
Project NO: #SC-015-23.

The City of Mobile has been included as an additional insured on the General Liability, Automobile Liability, and Umbrella policies as their interests may appear in regard to work/service performed by the named insured, to the insurance certificate.

The Alabama Self-Insured Worker's Compensation Fund waives the right to bring an action against Certificate Holder to enforce any right of subrogation, which may arise from Alabama Self-Insured Worker's Compensation Fund's payment of workers compensation benefits. This waiver does not affect (1) the right of an employee of Member to bring an action for damages, or (2) Alabama Self-Insured Worker's Compensation Fund's right to intervene in such action to protect any interest in any proceeds of any such action. This waiver shall apply only if and to the extent required by the City of Mobile.

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GENERAL CONDITIONS
January 18, 2023

1. GENERAL REQUIREMENTS:

A. The Contract Documents: The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.

B. The Contract: The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.

C. The Work: The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.

D. The Project Manual: The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.

E. The Bidding and Contract Requirements: The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.

F. The Specifications: The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

G. Correlation and Intent of the Contract Documents: The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to

throughout the Contract Documents as if singular in number. The Owner's designated representative is the Facility Maintenance Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.

B. The Service Contractor shall perform the Work in accordance with the Contract Documents.

C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.

E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.

F. The Service Contractor's technicians or workmen shall be qualified and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.

G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

I. The Service Contractor shall perform the Work in accordance with the specified

schedules as listed in the Contract Documents.

J. The Service Contractor shall confine operations at each site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.

K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.

L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.

B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

A. **STARTING WORK**: The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.

B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

A. CONTRACT SUM: The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES: The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.

C. METHOD OF PAYMENT: The City shall pay the Service Contractor on the account of the Contract as follows:
1) Payments shall be made upon completion of the specified work.
2) Two (2) original invoices shall be delivered to the Service Contract Administrator for review and approval on the first day of the month following contract services. Invoices shall include date of service, facility serviced, a detailed description of all services performed along with number of hours required to such perform services, and copies of receipts listing actual manufacturer/supplier cost plus freight (if applicable) and all applicable sales and use taxes.
3) Payments shall be made in accordance with the accepted Unit Prices as listed in the Contract Documents

7. SAFETY:

A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

1) employees on the Work and other persons who may be affected thereby;
2) the Work and materials and equipment to be incorporated therein;
3) other property at the site or adjacent thereto.

C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.

D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be

given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.

F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. INSURANCE:

A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor 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 any person other than the Service Contractor's employees;

3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service 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 Service Contractor's obligations.

B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:
Statutory - amount and coverage as required by law of place in which the work is performed.

2) Comprehensive General Liability:
The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) 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
c) Or Bodily Injury	$1,000,000 combined single limit and Property Damage

Such comprehensive policy shall include the following:

a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.

b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.

c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).

d) Broad Form Property Damage Coverage, including Completed Operations.

e) Personal Injury Liability, with employee's exclusions removed.

f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:
The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself 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
c) Or Bodily Injury and	$1,000,000 combined single limit Property Damage

4) Excess/Umbrella Liability:

a) $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds $50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.

E. The insurance required by Section 8.B (above) shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.

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

9. MISCELLANEOUS PROVISIONS:

A. The Contract shall be governed by the law of the State of Alabama.

B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall

nevertheless remain legally responsible for all obligations under the Contract.

C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

F. Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. The Service Contractor shall give the Owner timely notice of when and where tests and Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.

G. Required testing or inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.

I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.

J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.

K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

A. The Owner may terminate the Contract for cause if the Service Contractor

1) fails to perform service in a satisfactory manner; or

2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
4) otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.

C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.

D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

A. Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

B. Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.

C. In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

D. Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION

MOBILE
ALABAMA

Addendum No. 1

To: Pre-Bid Meeting Attendees

From: Mark A. Thomas- Construction Project Administrator
City of Mobile Architectural Engineering Department

Re: SERVICE CONTRACT – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS VARIOUS CITY OF MOBILE FACILITIES
#SC-015-23

Date: February 2nd, 2023.

This Addendum forms a part of, and modifies, the Request for Bids for the above referenced project, dated February 15th, 2023. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

General:

Clarifications:

Item 1. The Pre-Bid Meeting Acknowledgment Roster, dated February 1st, 2023 is attached and form part of Addendum No. 1.

Item 2. Attached and part of Addendum #1 is the *City of Mobile's Subcontracting & Major Supplier Plan.* This five page form shall be completely filled out and submitted with the Bid Package. Bid Packages may be disqualified if omitted. This reference was reiterated by the Office of Supply and Diversity during the Pre-Bid Meeting.

Forms and Specifications: N/A

Attachments:


Questions for HVAC Bid_1.pdf


SC-015-23 Subcontracting Plan

RFI's:

Question from Star Service, Inc.

1. Please acknowledge: This is a T&M project for which the maximum amount is $300,000 & that once the $300,000 is reached the contract is completed.
2. One page 6 of the project manual link you provide below it references under 4-C –
   "Bonds must be issued by a Surety licensed to do business in the State of Alabama and must be signed or countersigned by a licensed resident agent of the State of Alabama."
   Is this statement requiring the countersigning referring to the bid bond or the bond for faithful performance of the contract if you are awarded the contract?
   "By submitting a Bid Security, the Bidder pledges to enter into a Contract with the City of Mobile on the terms stated in the Bid, and will, if required, furnish bonds covering faithful performance of the Contract….

Answer: Our language in the contract is to require a bond for the maximum amount of the contract- $300,000.

END OF ADDENDUM NO. 1

RESOLUTION

2023

Sponsored by:
Mayor William S. Stimpson and Various City Councilmembers

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 Service Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the service contract attached hereto and made a part hereof as though set forth in full. A copy of said service contract is on file in the office of the City Clerk.

Name of Company:	GORAM AIR CONDITIONING COMPANY, INC.
Project Name:	VARIOUS CITY OF MOBILE FACILITIES – HVAC MAINTENANCE AND REPAIR CONTRACT FOR CITY-OWNED BUILDINGS (1-YEAR SERVICE CONTRACT)
Project Number:	SC-015-23
Amount:	NOT TO EXCEED $300,000.00

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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 Gulf Coast Underground, LLC

Amount of Contract:
n/a

Effective Date of Contract:
3/14/2023

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Gulf Coast Underground

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 - Gulf Coast Underground	Resolution Letter	2/28/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	2/28/2023 - 11:33 AM

Legal	Kern, Chris	Approved	2/28/2023 - 12:01 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 2:15 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 and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Gulf Coast Underground, LLC, 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\D024\P005\00114140.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

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	3/2/2023

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	3/2/2023 - 3:00 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 Lee Anthony Clarke 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 March 21, 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 Lee Anthony Clarke 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. Lee Anthony Clarke individually or on behalf of Elite Luxury Car Service 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:

Lee Anthony Clarke

Business Address: 7684 Broome Ct. Ste. A Theodore, Al 36582

Telephone: 251-255-7223 Trade Name _____

Business Information

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

Birthdate: 1/3/77 SSN: ___-___-____

Residence Address:

Address City State Zip code

Telephone Numb Driver's License #: ___

Residing in Mobile County: Years: _____ Months: _____

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: 7684 Broome Ct. Ste. A Theodore, Al 36582
(If different from address provided in Part I)

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Lee Anthony Clarke	owner	900 Downtowner Blvd Apt. 161 Mobile, Al 36609	

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition
n/a				

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☐ Shuttle ☑ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 24 hours a day.

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

Vehicle Description:

Make: Cadillac	Year: 2016	Model: Escalade ESV
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.

Lee Clarke
Applicant's Signature

NAME OF ENTITY:

Lee Clarke

By: Kaila Billups
Its Public Notary

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th **DAY OF** Jan, **20**23

Kaila Billups
Notary Public

KAILA BILLUPS
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

My Commission
Expires 12-13-2025

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

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Lee Clarke

Nickname(s) or Maiden Name: _____

Current Addre _____

Previous Address: _____

Personal Description:

Height: 6'2

Weight: 285

Hair Color: Blk

Eye Color: Dark 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.

_____
Signature

1/6/23
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: Lee Anthony Clarke

Date of Birth: 1/3/77 Security #: 423-21-7264

Present Address_

Home Phone Number k Phone Number: 251-255-7222

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

Present Employer and Address: n/a

Present Position/Title: n/a

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
n/a			

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

n/a

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

n/a

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

n/a

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.

Lee Clarke
Signature

1/9/23
Date Signed

Personal Data Report

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

General Descriptors

Name:	CLARKE, LEE ANTHONY		
Address:	9	**Nick Name:**	
Phone:			
Race:	B - BLACK/AFRICAN AMERICAN	**DOB:**	
Sex:	M	**Age:**	46
Weight:	250	**Eyes:**	BROWN
Height:	6'02"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

Identifying Numbers

DL State: CO	**DL #:**	**DL Type:**	**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: C. Wright

DATE: Jan. 09 2023

Arrests Report -MOBILE POLICE DEPARTMENT

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EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Arrestee

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
202075730001	2020757300	1/6/2004	CLARKE, LEE ANTHONY	1/3/1977	UNKNOWN LOCATION UNKNOWN,	SCREWS, LOUIS	CONV	I65/HALLS MILL UNKNOWN,	ALIAS/BENCH WARRANT ARREST

1 Records Selected

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:
A RECORD
CHECKED BY: C. Jones M.
DATE: 01-09-2023

AGENDA ITEM SUMMARY SHEET

Agenda of:3/7/2023

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the amendment to TIF District One

Amount of Contract:
n/a

Effective Date of Contract:
3/14/2023

Funding Source

Project # Resolution to Amend TIF District One **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

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

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution to Amend TIF District One	Resolution Letter	3/2/2023

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	3/2/2023 - 1:48 PM
Legal	Kern, Chris	Approved	3/2/2023 - 1:50 PM
Mayors Office	Montgomery, Brandi	Approved	3/2/2023 - 3:18 PM

2023

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

A RESOLUTION CALLING FOR A PUBLIC HEARING PROPOSING AN AMENDMENT TO TAX INCREMENT FINANCING DISTRICT ONE IN THE CITY OF MOBILE, AUTHORIZING THE PREPARATION OF AN AMENDMENT TO THE TAX INCREMENT FINANCING DISTRICT ONE PLAN, AUTHORIZING THE PRESIDENT OF THE CITY COUNCIL TO PERFORM CERTAIN ACTIONS REQUIRED BY ALABAMA LAW, AND DIRECTING THE PUBLICATION OF THIS RESOLUTION

Sponsored by: Council President Small & Mayor Stimpson

WHEREAS, the City of Mobile, Alabama (the "City") proposes an amendment to Tax Increment Financing District One ("TIF District One"), created as authorized by Resolution of the City Council of the City of Mobile, Resolution No. 60-528 adopted September 21, 1993, pursuant to Ala. Code §§ 11-99-1 *et seq*. (the "Act") and located within the city limits of the City; and

WHEREAS, pursuant to the Act, the City Council of the City desires to initiate certain procedures required by the Act and to authorize certain actions to be taken in furtherance thereof.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, AS FOLLOWS:

1. The City Council proposes an amendment to TIF District One, pursuant to the Act. TIF District One includes certain parcels of real property in downtown Mobile within the Henry Aaron Loop and the industrial areas on both sides of the Mobile River adjacent to downtown and along Highway 98 and Battleship Parkway, as depicted on **Exhibit A** hereto and incorporated herein by reference. The boundaries of TIF District One will stay the same.

2. The Mayor of the City is hereby authorized to direct City staff to prepare an amendment to the Project Plan for TIF District One.

3. The President of the City Council (or in his absence, the president pro tempore) is hereby authorized and directed to make written or other submissions required and give any notices or notifications required by the Act, with respect to consideration of the amendment to TIF District One, on behalf of the City Council.

4. The City Council shall meet at 10:30 a.m. on the 28th day of March, 2023, in the Council Chambers of the City of Mobile, Alabama, located at 205 Government Street, Mobile, Alabama, for the purpose of holding a public hearing, pursuant to Ala. Code §§ 11-99-1 *et seq*., at which date, time and place all interested parties will be afforded a reasonable opportunity to

express their views on the concept of tax increment financing, on the proposed amendment to TIF District One with its existing boundaries, and its benefits to the City.

5. This Resolution shall be published at length in the *Lagniappe* on the 15th day of March, 2023, and on the 22nd day of March, 2023, both of which publications shall be within the fifteen (15) day period immediately preceding the date of the public hearing, and shall constitute notice of the aforementioned pubic hearing.

6. Any prior actions taken by any officers of the City in connection with the proposed TIF District are hereby ratified and confirmed.

APPROVED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA this the _____ day of **March**, **2023**.

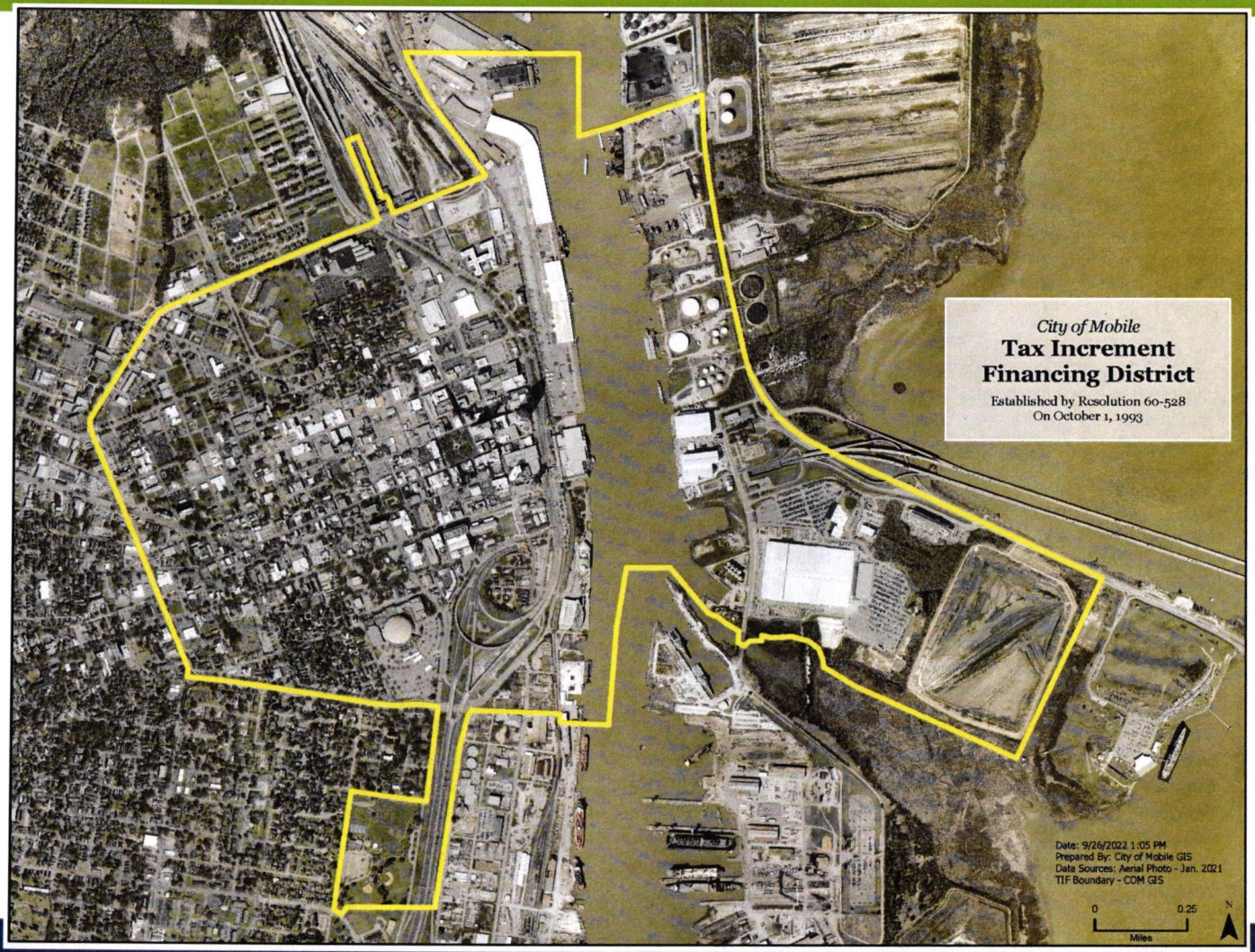
ADOPTED:

_____
Lisa C. Lambert, City Clerk

EXHIBIT A

On Aerial Photo

(attached)



MOBILE ALABAMA