



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 23, 2021, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Rev. Vincent Robinson, Right Way Christian Center Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 17, 2021

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORTS

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Emily Naron, Ultimate Audio Fabrication, 3404 Moffett Road, Suite 1, for a waiver of the Noise Ordinance on the first Friday of every month in 2021 from 6:00-9:00 p.m. (District 1).

11. PUBLIC HEARINGS

Public hearing to consider an ordinance to amend Chapter 64 of the City Code to delete Section 64.4.H, Tree Protection Requirements.

Public hearing to rezone property located at 704 Lakeside Drive West (west side of Lakeside Drive West, 150' south of Cottage Hill Road) from B-1 and B-2 to B-3 (District 4).

12. PRESENTATION OF PETITIONS AND OTHER

COMMUNICATIONS TO THE COUNCIL

Eddie Irby

John Driscoll

Judy Adams

ESSENTIAL/COVID 19 ITEMS HELD OVER

65-006 Ordinance to amend Chapter 64 of the City Code and to create Chapter 65 relating to Urban Forestry, the Mobile Tree Commission and tree protection and management (sponsored by Mayor Stimpson) (submitted by Shayla Beaco, Build Mobile).

57-009 Ordinance to Amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

64-036 Ordinance to rezone property located at the east terminus of Blue Ridge Boulevard, extending to the west terminus of Old Dobbin Drive North, the west terminus of Harness Way, the north terminus of Creekline Drive and the north terminus of Valleydale Drive from R-1, R-2, and B-1 to R-1 (District 6).

64-011 Ordinance to rezone property located at 107 and 111 North Lafayette Street and 106 Providence Street (north side of Old Shell Road, extending to the east side of Providence Street and the west side of North Lafayette Street) from B-1 and R-1 to R-1 (District 2).

40-053 Declare the structure at 2766 Lecren Street a public nuisance and order it demolished (sponsored by Councilmember Richardson).

08-113 Approve purchase order to Bagby & Russell Co. Inc. for parts & installation for street lights in Battery Heights, \$151,172.50 (sponsored by Councilmember Manzie & Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-114 Approve purchase order to Deere & Company for 7 zero turn mowers, \$131,075.28 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

09-116 Authorize reallocation of funds from operating budget to capital budget for security upgrades at multiple Public Works facilities (sponsored by Mayor Stimpson) (submitted by John Peavy, Public Services).

21-117 Authorize contract with Southern Earth Sciences, Inc. (Geotech Engineering Services) for Texas Street Rehabilitation from Ann Street to Broad Street & Ann Street Rehabilitation from Tennessee Street Ditch to Virginia Street, COM Project No. 2021-3005-04 (D 2 & 3); \$150,000.00 (sponsored by

Mayor Stimpson and Councilmembers Manzie and Small), (submitted by Nick Amberger, Engineering Department)

21-118 Authorize contract with McCrory & Williams, Inc. (Construction Engineering/Inspection) for Texas Street Rehabilitation from Ann Street to Broad Street & Ann Street Rehabilitation from Tennessee Street Ditch to Virginia Street, COM Project No. 2021-3005-04 (D 2 & 3); \$330,875.00 (sponsored by Mayor Stimpson and Councilmembers Manzie and Small), (submitted by Nick Amberger, Engineering Department)

31-119 Authorize a grant application to the Southern Rail Commission for an Alternate Site Analysis to support the return of passenger rail service along the Gulf Coast (matching funds: \$80,100.00) (sponsored by Mayor Stimpson) (submitted by Brad Christensen, REAM) (TO BE TABLED).

21-125 Authorize management agreement with Mobile Botanical Gardens, \$150,000.00 (sponsored by Councilmember Gregory).

ESSENTIAL/COVID 19 ITEMS

64-012 Ordinance to amend Chapter 64 of the City Code to delete Section 64.4.H, Tree Protection Requirements.

64-013 Ordinance to rezone property located at 704 Lakeside Drive West (west side of Lakeside Drive West, 150' south of Cottage Hill Road) from B-1 and B-2 to B-3 (District 4).

88-014 Ordinance to authorize the sale of 2662 Fillingim Street to Doris Bettis (sponsored by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

08-126 Approve purchase order to Sunsouth LLC for two skid steer loaders, \$70,954.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-127 Authorize contract with Laine Federal Solutions Inc. for YES intern staffing services, \$175,000 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-128 Authorize contract with Zeke-Trice, LLC, d/b/a Rowe Engineering & Surveying, for survey of property south of Magnolia Golf Course (sponsored by Mayor Stimpson & Councilmember Gregory) (submitted by Carleen Stout-Clark, REAM).

31-129 Authorize the FY20 Staffing for Adequate Fire and Emergency Response (SAFER) Grant, \$5,183,996.70 (no match) (sponsored by Mayor Stimpson) (submitted by Chief Lami, MFRD).

31-130 Adopt the CDBG, HOME and ESG 2020-21 Action Plan (sponsored

by Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

60-131 Determine an appropriation to the Lexington Homeowners Association, Inc. serves a public purpose and approve payment, \$5,500.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-132 Determine an appropriation to the Southridge Homeowner's Association serves a public purpose and approve payment, \$1,400.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-133 Determine an appropriation to the Stars Over Mobile Quilts of Valor serves a public purpose and approve payment, \$1,250.00 (sponsored by Councilmember Rich) (submitted by Rebecca Christian, Accounting Department).

60-134 Determine an appropriation to the Hillsdale Heights Home Owners Association, Inc., serves a public purpose and approve payment, \$10,000.00 (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Department).

03-135 Appoint Dara Greene to the Solid Waste Disposal Authority (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

13. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/19/2021 -
11:32 AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/19/2021 -
10:55 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/18/2021 -
10:39 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/21/2021 - 9:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/21/2021 -
11:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/18/2021 - 9:24
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/22/2021 - 8:14
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/22/2021 - 8:14
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/28/2021 -
10:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To amend Chapter 57 Article VIII of the City Code and to add a new Article IX, Small Cell Facilities on Public Rights-of-Way

Amount of Contract:

n/a

Effective Date of Contract:

2/16/2021

Funding Source

Project # Small Cell Facilities on Public Rights-of-Way

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
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Merchant, Mary Ann	Approved	2/4/2021 - 1:31 PM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/18/2021 - 8:32
AM



AGENDA ITEM SUMMARY SHEET

Agenda of: 2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/18/2021 - 8:32
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember Fredrick Richardson, Jr. - District 1

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/26/2021

Funding Source

Project # 2766 Lecren Street - ME-072-20

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/20/2021 - 11:28 AM
City Clerk	Merchant, Mary Ann	Approved	1/21/2021 - 11:43 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

John Paine. Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Bagby & Russell Co Inc for parts and installation of 17 street lights in Battery Heights.

CIP

Amount of Contract:

\$151,172.50

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210209 Bagby Agenda Package POs	Cover Memo	2/9/2021

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:32 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>1668</u>	2021	(2060) TRAFFIC ENGINEERING	PARTS AND INSTALLATION FOR 17 STREET LIGHTS IN BATTERY HEIGHTS (MOBILE COUNTY BID 133-20)	\$151,172.50	<u>(020320) BAGBY & RUSSELL ELECTRIC CO INC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 1
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

MOBILE COUNTY CONTRACT 133-20 - ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE - JOINT PURCHASING AGREEMENT WITH CITY OF MOBILE

001	ITEM 4 - LED FIXTURE (ARM MOUNTED LUMINAIRE)	24.00 EACH	100.00000	2400.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			2400.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

002	ITEM 8 - SURGE ARRESTER OR FUSE HOLDER (POLE BASE FUSE HOLDER)	48.00 EACH	15.00000	720.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			720.00
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Bill To	Requisition 00001668-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Released
	Page 2
=====	=====

Vendor
BAGBY & RUSSELL ELECTRIC CO INC
5500 PLANTATON RD

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

THEODORE, AL 36582

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-443-5902
Fax 251-443-3882

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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01/14/21	020320				TRAFFIC ENGINEERING
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LN Description / Account	Qty	Unit Price	Net Price
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

003 ITEM 9 - REPLACEMENT TRAY CABLE	24.00 EACH	125.00000	3000.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			3000.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 3
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
004 ITEM 15 - TYPE 1 JUNCTION BOX (13" X 24")	26.00 EACH	300.00000	7800.00
1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			7800.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
005 ITEM 18 - ELECTRICAL SERVICE	1.00 EACH	700.00000	700.00
1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			700.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 4
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	ITEM 19 - INSTALL POLE 20 FT OR LESS ON FOUNDATION (ITEM SUPPLIED BY CITY)	17.00 EACH	500.00000	8500.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			8500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 5
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
007	ITEM 22 - REMOVE POLE	7.00 EACH	1000.00000	7000.00

1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			7000.00
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Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

008	ITEM 28 - SET AND WIRE GROUND MOUNTED CABINET	1.00 EACH	1000.00000	1000.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 6
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	ITEM 39 - INSTALL (PULL) RUNS OF WIRE IN CONDUIT (CITY WILL SUPPLY WIRE)	4245.00 FOOT	4.50000	19102.50
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			19102.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 7
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
010	ITEM 46 - CONDUIT ABOVE GROUND 2" OR LESS	30.00 FOOT	15.00000	450.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			450.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
011	ITEM 47 - CONDUIT UNDERGROUND 2" OR LESS	200.00 FOOT	7.00000	1400.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1400.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 8
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
012	ITEM 48 - DIRECTIONAL BORE 2" (CONTRACTOR TO INCLUDE HDPE CASING)	4500.00 FOOT	17.00000	76500.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			76500.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 9
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
013	ITEM 54 - TRAFFIC CONTROLLER PAD FOUNDATION INSTALLED	1.00 CUBIC YARD	1000.00000	1000.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			1000.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				
014	ITEM 55 - ROADWAY LIGHTING POLE FOUNDATION INSTALLED	8.50 CUBIC YARD	1600.00000	13600.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			13600.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 10
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
015	ITEM 56 - TRAFFIC/ROADWAY POLE CONCRETE REMOVAL	2.00 CUBIC YARD	1500.00000	3000.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			3000.00
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released	Page 11
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Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
016	ITEM 57 - MISCELLANEOUS CONCRETE INSTALLED	2.00	2500.00000	5000.00
	1 2000.80.00.0000.0000.0000.0000.48010. E C0477 .CONSTRUCTN.			5000.00
Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604				

[Requisition Link](#)

Requisition Total	151172.50
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0477 .CONSTRUCTN.	151172.50	55386.29

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	151172.50	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00001668-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Released
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Page 12

Vendor BAGBY & RUSSELL ELECTRIC CO INC 5500 PLANTATON RD THEODORE, AL 36582 Tel#251-443-5902 Fax 251-443-3882	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/14/21	020320				TRAFFIC ENGINEERING

Account CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	Amount Remaining Budget
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	01/14/21	MARYBETH BERGIN	
Approved	01/14/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	01/14/21	TIFFANY HOLLINS	
Approved	01/14/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	01/14/21	RELYA MALLORY	Auto approved by: 910514227
Forward	02/08/21	JOHN PAINE	
Queued	01/14/21	DONNA MICHELE STANLEY	
Queued	01/14/21	DONALD ROSE	
Queued	01/14/21	SANDRA LEWIS	
Queued	01/14/21	HEATHER KIHYET	

Authorized By: _____ Date: _____
 Signature

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Rambert

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The City is hereby authorized to enter into joint purchasing agreements with the County for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

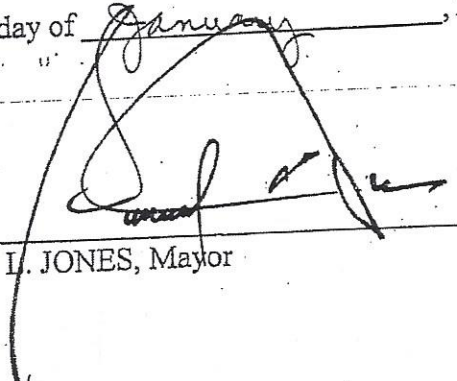
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

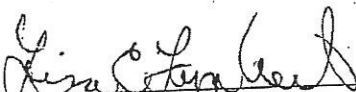
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2009¹⁰



SAMUEL L. JONES, Mayor

ATTEST:



Lisa C. Lumbert
City Clerk

RESOLUTION

WHEREAS, Ala. Code §41-16-50(b) (1975) authorizes governing bodies of a city and county located in the same county or adjoining counties to provide by joint agreement for the purchase of labor, services or work, or for the purchase or lease of materials, equipment, supplies, or other personal property for the use by their respective agencies; and

WHEREAS, the City of Mobile ("City") and County of Mobile ("County"), by and through their respective governing bodies, have determined that by entering a joint purchasing agreement and advertising for bids and awarding certain contracts, they could achieve economies of scale which benefit the public by decreasing the cost of goods and services while increasing the efficiency of both local governments; and

WHEREAS, the City desires to adopt an ordinance authorizing joint purchasing agreements with the County; and

WHEREAS, the County desires to adopt a resolution authorizing joint purchasing agreements with the City;

NOW THEREFORE, BE IT RESOLVED:

1. The County is hereby authorized to enter into joint purchasing agreements with the City for the purchase of services or purchase or lease of various items needed for the construction and maintenance of roads and roadways, including but not limited to, roadway lighting, traffic signals, lighting, traffic detention components and systems, reflective materials, asphalt, pipes, and, generally, materials, equipment, supplies and other items required for the construction and maintenance of roads, sidewalks, parks and other public structures and infrastructures.

2. Either the City or the County may advertise for a bid to be awarded jointly and shall adhere to the requirements of State law when advertising bids. Any bid shall clearly state in its specifications that either or both the City and the County may purchase off the bid.

3. The parties agree to comply with all terms, as written, in the bid specifications.

~~When purchasing off a joint bid, each party shall be solely responsible for issuing its own~~

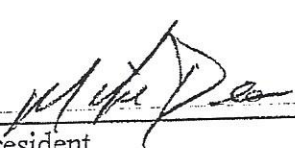
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

4. This ordinance shall be effective for a period of three years from the date of its authorization and will automatically renew for successive three-year terms unless expressly terminated.

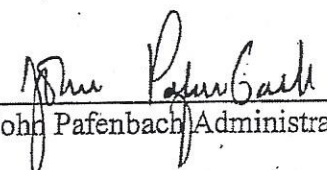
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

6. This resolution authorizes but does not mandate joint purchasing agreements with the City.

ENTERED INTO, this 11th day of January, 200¹⁰9.


Mike Dean, President

ATTEST:


John Pafenbach Administrator

MOBILE COUNTY COMMISSION

205 Government Street 8TH Fl. South
Mobile, Alabama 36644

BID INVITATION

BID NO. 133-20

SEPTEMBER 4, 2020

In accordance with General Act No. 217, Special Session 1967, notice is hereby given that the Mobile County Commission, Mobile, Alabama, will receive bids on the following items:

ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL, AND TRAFFIC DETECTION MAINTENANCE BID FOR MOBILE COUNTY PUBLIC WORKS AS PER ATTACHED SPECIFICATIONS:

NOTE: PRICES MUST REMAIN FIRM FROM DATE OF AWARD THROUGH SEPTEMBER 30, 2021.

Any questions or comments concerning the bid requirements must be brought to the attention of Susan Holland, Purchasing Agent 251-574-8613, 205 Government St. 8th Fl. S., Mobile, Alabama 36644, to or at bid opening or will be forever waived.

All bidders shall furnish a five percent (5%) bid bond on any contract exceeding \$15,000: provided that bonding is available for services, equipment or materials. Bid bond will be accepted in the form of a certified check, cashier's check, postal money order, etc.

Out of State Corporations shall furnish a Certificate of Authority to transact business in the State of Alabama. Out of State limited liability companies shall provide proof of registration to transact business in this state. Alabama law requires that a successful bidder, if it has employees in the State of Alabama, provide proof of enrollment in E-Verify prior to the award of a contract. (See enclosed notice which must be completed, signed and returned with your bid.)

If applicable to a contract resulting from this invitation, the successful bidder must comply with the Contractor Felony Investigation Policy, available in the Purchasing Department or at mobilecountyal.gov.

This inquiry is to establish a price and a source of supply for the above listed items by Mobile County Commission and the incorporated areas therein. Purchases by political subdivisions are optional with those agencies.

THE MOBILE COUNTY COMMISSION DOES NOT DISCRIMINATE ON THE BASIS OF RACE, AGE, SEX, NATIONAL ORIGIN, RELIGION, OR DISABILITIES.

F.O.B. Mobile DATE OF DELIVERY _____ TERMS 45 DAYS You are invited to bid on the above specifications. The restrictions contained herein are for the purpose of fixing a quality level, and any deviation therefrom must, in detail establish that it meets the quality requirements.

BIDS WILL BE RECEIVED UNTIL 10:00 A.M. SEPTEMBER 30, 2020.

ALL BIDS MUST BE SEALED, THE WORD "BID", THE BID NUMBER AND THE NAME OF THE ITEM MARKED ON THE OUTSIDE OF THE ENVELOPE. BIDS WILL BE RECEIVED BY THE RECEPTIONIST IN THE OFFICE OF THE COUNTY COMMISSION ADMINISTRATOR, 205 GOVERNMENT STREET ON THE EIGHTH FLOOR OF THE MOBILE COUNTY GOVERNMENT PLAZA. FAILURE TO OBSERVE THE ABOVE INSTRUCTIONS WILL CONSTITUTE GROUNDS FOR REJECTION OF YOUR BID. THE COMMISSION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

MOBILE COUNTY COMMISSION



GLENN L. HODGE, COUNTY ADMINISTRATOR

We propose to meet the above specifications for the sum
of \$ see attached list.

Delivery can be made in 30 days from receipt of award.

RESPECTFULLY

BY 

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Bagby & Russell Electric Company, Inc.
5500 Plantation Road, Theodore, AL 36582

as Principal, hereinafter called the Principal, and Harco National Insurance Company
702 Oberlin Road, Raleigh, NC 27605-0800

a corporation duly organized under the laws of the State of IL
as Surety, hereinafter called the Surety, are held and firmly bound unto Mobile County Commission
P.O. Box 1443, Mobile, AL 36633

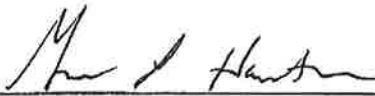
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Annual Roadway Lighting, Traffic Signal, and Traffic Detection
Maintenance for Mobile County Public Works

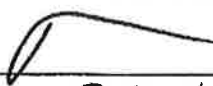
NOW, THEREFORE, If the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with
the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt
payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter
such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the
penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise
to remain in full force and effect.

Signed and sealed this 30th day of September, 2020

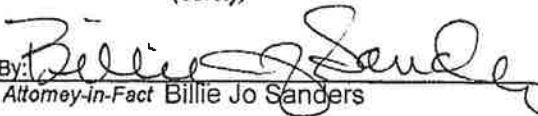

(Witness)


Thomas J. Gentile (Witness)

Bagby & Russell Electric Company, Inc.

(Principal) (Seal)
By:  President
Richard A. Russell (Title)

Harco National Insurance Company

(Surety) (Seal)
By: 
Attorney-in-Fact Billie Jo Sanders (Title)

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # Bid Bond

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MILTON A. KOPF, THOMAS J. GENTILE, BILLIE JO SANDERS, PAUL B. SCOTT, JR., DAVID J. DURDEN

Montgomery, AL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, September 30, 2020

Irene Martins, Assistant Secretary

IMPORTANT

THIS DOCUMENT MUST BE COMPLETED, SIGNED AND RETURNED
WITH YOUR BID

As a condition for the award of a competitively bid contract to a company having one or more employees in the State of Alabama, the Beason-Hammon Alabama Taxpayer Citizenship and Protection Act, codified at Section 31-13-1, et seq., Code of Alabama (1975), as amended, requires that the company provide, in advance, proof of enrollment in E-Verify. E-Verify is an internet based system operated by the U.S. Department of Homeland Security, which may be used to determine the eligibility of new hires to work in the United States. Further information about enrollment in E-Verify may be found at www.uscis.gov/everify and www.Verify.Alabama.gov.

As proof of enrollment in E-Verify, Mobile County requires a copy of the electronically signed signature page of the contractor's Memorandum of Understanding with the U.S. Department of Homeland Security or Alabama Department of Homeland Security (contractors having fewer than 25 employees may enroll in E-Verify through the state Department of Homeland Security).

Please complete the following and return with your bid:

_____ (company name) has no employees in
the State of Alabama

Or

BAGBY & RUSSELL ELECTRIC CO., INC. (company name) is enrolled in E-Verify and a copy of the electronically signed signature page of the company's Memorandum of Understanding is attached.

9-30-20
Date

Signature

Rubert A. Ransom

President
Title

MOBILE COUNTY COMMISSION

BID FORM

Date: 09/30/20

BID # 133-20

ANNUAL ROADWAY LIGHTING, TRAFFIC SIGNAL AND TRAFFIC DETECTION MAINTENANCE BID FOR
MOBILE COUNTY PUBLIC WORKS:

Name of Company: BAGBY & RUSSELL ELECTRIC CO., INC.

Company Representative Mat Mathews
(Print)

Company Representative Mat Mathews
(Signature)

Address 5500 PLANTATION ROAD, THEODORE, AL 36582

Phone Number (251) 214-4107 Fax Number ()

Federal ID Number

Email Address MM.BAGRUSDOT@outlook.com

Company Web Address WWW.BAGRUS.COM

Please attach a current W-9.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. BAGBY & RUSSELL ELECTRIC CO., INC.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 5500 PLANTATION ROAD	Requester's name and address (optional)
	6 City, state, and ZIP code THEODORE, AL 36582	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
6	3	-	0	9	4	2	7	3 8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Mary L. Harrington

Date ► 5-11-20

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

General Specifications for Roadway Lighting, Traffic Signal, and Traffic Detection Maintenance Yearly Bid (For General Use, County-wide, As Requested)

This contract is, intended to provide maintenance service, repair, and/or installation of roadway lighting, traffic signal, and traffic detection components and systems for various locations in Mobile County. The County reserves the right to request any bidder to provide a list of references for work of a similar size, scope and nature in order to facilitate the bid evaluation process. Due to the nature of this contract, award will be made on an "All or None " basis to the recommended bidder, who during the course of our bid evaluation is found to be the lowest responsible bidder. In accordance with Section 41-16-59 of the Code of Alabama, the successful bidder on this solicitation is restrained from assigning or sub-contracting any portion of the work under this contract.

The County will place orders as needed. The Contractor shall provide all labor, equipment, material, and traffic control devices required as per M.U.T.C.D, recommendation at no additional cost to the unit prices to repair and/or install the attached list of items as requested by Mobile County's Work Orders, Quantities for each item will vary greatly, so unit cost will be the base cost. All prices will remain firm for the life of the contract. Some items of work (as shown) will be maintenance service, repair, and/or installation using materials supplied by Mobile County.

The work orders to the Contractor will consist of a detailed description of the work to be completed. The Contractor shall respond to each service call within 24 hours of notice by Mobile County.

Joint Purchasing Agreement

This contract authorizes the City of Mobile to make purchases, if they so desire, in accordance with Section 41.16-50(b), and authorized by a joint purchasing agreement between the City of Mobile and Mobile County. All ordering, billing, and other transactions by the City of Mobile shall be the sole responsibility of the City of Mobile officials. All ordering, billing, and other transactions by Mobile County shall be the sole responsibility of the County of Mobile. Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile.

Supplies / Materials Provision In Emergency Situations

In the event of an emergency situation (any non-planned event), where Mobile County cannot supply the required materials for a timely completion of the emergency work for this event, the contractor may supply the materials.

The cost for these items shall be at the seller's price to the contractor and shall not include any contractor's markup. All items used in this emergency event shall be billed with the completion of the work. Included in the billing shall be a copy of the unit cost from the seller's billing (on their letterhead) to the contractor. If the contractor is unable to supply any necessary materials, the contractor shall immediately notify Mobile County.

This emergency situation will be granted to the City of Mobile (Joint Purchasing Agreement) only if the City of Mobile agrees to these terms with the contractor.

Mobile County is not responsible for any items within this contract that are purchased by the City of Mobile. The City of Mobile is solely responsible for the item(s) purchased and implemented by the City of Mobile. (See Joint Purchasing Agreement).

The work performed under this contract will require the following:

- In compliance with the latest edition of:
 - a. ALDOT Standard Specifications for Highway Construction
 - b. ALDOT Standard Drawings
 - a. Manual on Uniform Traffic Control Devices
 - d. NEC
- State of Alabama Licensed Electrical Contractor.
 - a. Pursuant to State of Alabama licensing requirements, each contractor must have a minimum of one (1) licensed master electrician on the payroll of the company. The master electrician must be a permanent, full-time employee of the contractor, in the employ of the contractor for a minimum of six (6) continuous months, and must have a verifiable work history as a licensed electrician for a minimum of three (3) years. Bidders must submit with their bid proof of licensing. Failure to comply will be cause for rejection of the bid,
 - b. Signal Work performed under this contract must be completed by a **Certified International Municipal Signal Association (IMSA) Level II Traffic Signal Technician**. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.
 - c. Roadway Lighting Work shall require a **Certified International Municipal Signal Association (IMSA) Level I Roadway Lighting Technician** with a

Journeyman's Electrical License from within the State of Alabama. Bidders must submit with their bid proof of certification. Failure to comply will be cause for rejection of the bid.

- d. All workmanship shall be of a professional quality and standard as generally accepted in the trade. All materials shall be new and defect-free, and of a professional quality. All workmanship, products and materials are subject to inspection and approval by the County.
- e. Any non-electrical, non-signal work under this contract (ditching, trenching, auguring, etc.) may be performed by any skilled or non-skilled employee of the Contractor, at the Contractor's discretion.
- f. All materials (equipment items) which are to be replaced, will be returned to the Mobile County Traffic Maintenance Shop as directed by Mobile County.

• **State of Alabama Contractor's License**

- a. Bidder shall submit a copy of license with bid.
- b. The contractor shall be responsible for any damage, personal or property, caused by the use of vehicles, personnel, or equipment while engaged in this contract. The contractor shall pay for and maintain in force during the tenure of this contract, insurance, listed below. Mobile County shall be provided certified proof that such insurance is, in fact, in force for the length of the contract,

Coverage	Limits
Property Liability for	\$1,000,000 per occurrence
Bodily Injury and Property Damage	\$2,000,000 per aggregate
Auto Liability	\$1,000,000 per occurrence
Workman's Compensation	As required by Alabama State Law

All complaints shall be handled by the contractor, with a written resolution sent to Mobile County. Full records of complaints of damages, including action(s) taken, will be kept by both contractor and Mobile County. Mobile County will be informed in writing as to the disposition of all complaints as to their legitimacy and settlement. Mobile County shall be added as an additional insured on the insurance provided under this contract.

Life of Contract and Renewal

The length of this contract will be approximately one (1) year from the Date of Award with an expiration of September 30, 2021.

The County reserves the right to cancel the contract at any time with a thirty (30) day notice.

ITEMS TO BID

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply the materials / parts as shown in the item description.

The unit cost per item shall include all labor, equipment, delivery of item(s) to the project, minor materials required to install the item, and all required traffic control devices (as per the M.U.C.T.D.) for work zones inside the rights-of-way.

Should an item below no longer be produced by a supplier, an approved equal can be approved by Mobile County to be paid for at the same unit price of said item. The Contractor shall notify the County immediately should this occur as well as provide the necessary information required to assist the County in making this determination.

Roadway Lighting / Electrical Parts

Item #	Item Description (Item Supplied by County)	Unit Cost
1.	Ballast Kit / Driver	<u>100.⁰⁰</u> each
2.	HPS Lamp	<u>100.⁰⁰</u> each
3.	HPS Fixture (arm mounted luminaire)	<u>100.⁰⁰</u> each
4.	LED Fixture (arm mounted luminaire)	<u>100.⁰⁰</u> each
5.	Mounting Luminaire Arm to 28' Pole	<u>650.⁰⁰</u> each
6.	Mounting Luminaire Arm to Wood Pole	<u>650.⁰⁰</u> each
7.	Pole Base Fuse	<u>15.⁰⁰</u> each
8.	Surge Arrester or Fuse Holder	<u>15.⁰⁰</u> each
9.	Replacement Tray Cable	<u>125.⁰⁰</u> each
10.	Circuit Breakers	<u>50.⁰⁰</u> each
11.	Contactor	<u>100.⁰⁰</u> each
12.	Photo Cell	<u>100.⁰⁰</u> each
13.	Lighting Control Center Interior	<u>500.⁰⁰</u> each

14.	Control Transformer	<u>50.⁰⁰</u> each
15.	Type 1 Junction Box (13" x 24")	<u>300.⁰⁰</u> each
16.	Type 1 Junction Box (24"x24")	<u>1,000.⁰⁰</u> each
17.	Type 2 Junction Box	<u>250.⁰⁰</u> each
18.	Electrical Service	<u>700.⁰⁰</u> each

Poles

Item #	Item Description	Unit Cost
19.	Install Pole 20 ft or less on Foundation (Item Supplied by County)	<u>500.⁰⁰</u> each
20.	Install Pole between >20 ft to 50 ft on Foundation (Item Supplied by County)	<u>1,000.⁰⁰</u> each
21.	Install Mast Arm to Pole (Item Supplied by County)	<u>800.⁰⁰</u> each
22.	Remove Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
23.	Remove Mast Arm from Pole (Item Returned to County)	<u>1,000.⁰⁰</u> each
24.	Install Wood Pole (buried) (Item Supplied by County Typically 35 ft class 3)	<u>800.⁰⁰</u> each
25.	Install Concrete pole (buried) 20ft to 50ft (Item Supplied by County)	<u>3,500.⁰⁰</u> each
26.	Install Concrete Pole (buried) >50ft to 120ft (Item Supplied by County)	<u>7,000.⁰⁰</u> each

Traffic Signal Components

Item #	Item Description (Item Supplied by County)	Unit Cost
27.	Set and Wire Pole Mounted Cabinet	<u>1,000.⁰⁰</u> each
28.	Set and Wire Ground Mounted Cabinet	<u>1,000.⁰⁰</u> each
29.	Set and Wire Traffic Signal Head (3-section)	<u>250.⁰⁰</u> each
30.	Set and Wire Traffic Signal Head (4-section)	<u>300.⁰⁰</u> each
31.	Set and Wire Traffic Signal Head (5-section)	<u>300.⁰⁰</u> each
32.	Set and Wire School Flasher (ground mount)	<u>400.⁰⁰</u> each
33.	Set and Wire School Flasher (aerial)	<u>600.⁰⁰</u> each
34.	Set and Wire Pedestrian Signal Head (Includes Pedestrian Button)	<u>300.⁰⁰</u> each
35.	Set and Wire Flashing Beacon (ground mount)	<u>350.⁰⁰</u> each
36.	Set and Wire Flashing Beacon (aerial)	<u>600.⁰⁰</u> each
37.	Set Span Wire Assembly (aerial pole to pole) (County will supply clamps, wire(s) - messenger, and/or signal, and/or detector)	<u>4.50</u> per foot
38.	Install runs of 3 - #6 USE/CU Wire (aerial) (County will supply wire)	<u>4.50</u> per foot
39.	Install (pull) runs of wire in conduit (County will supply wire)	<u>4.50</u> per foot

Traffic Detection Components

Item #	Item Description	Unit Cost
40.	Traffic Signal Loop (std. 6'x 50') (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.⁰⁰</u> per foot
41.	Traffic Counter Loop (std. 6' x 6') (Linear foot, saw cut) (Contractor to supply all materials)	<u>10.⁰⁰</u> per foot

42.	Loop Lead-In (Linear foot, saw cut) (Contractor to supply all materials)	<u>8.00</u> per foot
43.	Loop Home Run (Linear foot, buried cable) (Contractor to supply all materials)	<u>8.00</u> per foot
44.	Set and Wire Video Detector (County to supply video detector parts)	<u>350.00</u> each
45.	Set and Wire Radar Detector	<u>350.00</u> each

Conduit

Item #	Item Description (Supplied by County)	Unit Cost
46.	Conduit Above Ground 2" or less	<u>15.00</u> per foot
47.	Conduit Under Ground 2" or less	<u>7.00</u> per foot
48.	Directional Bore 2" (Contractor to include HDPE casing)	<u>17.00</u> per foot
49.	Directional Bore 4" (Contractor to include HDPE casing)	<u>37.00</u> per foot
50.	Directional Bore 6" (Contractor to include HDPE casing)	<u>55.00</u> per foot
51.	Open Cut, Concrete Encasement 4" Pipe (Contractor to include HDPE casing)	<u>40.00</u> per foot
52.	Open Cut, Concrete Encasement 6" Pipe (Contractor to include HDPE casing)	<u>60.00</u> per foot

Concrete Work

The following items will be for maintenance service, repair, and/or installation only. Mobile County will supply only limited materials / parts as shown in the item description. Contractor shall supply (as required), all concrete, forms, reinforcement steel, stub-out conduit, and ground rod as per ALDOT Special Drawings.

The unit cost per item shall include all labor, equipment, minor materials required to install the item, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete used per item as the unit cost.

Removal work shall include all labor, equipment, dirt to fill and to be compacted to existing ground level, and all required traffic control devices (as per the M.U.T.C.D.) for work zones in side the rights-of-way. These items shall be based on cubic yard of concrete removed per item as the unit cost.

Miscellaneous concrete removal work shall include all labor, equipment to remove existing concrete at an intersection for the purpose of installing various other items of work. This item shall be based on cubic yard of concrete removed.

Miscellaneous concrete installed shall include all labor, equipment and forms, as needed. This item shall be based on cubic yards of concrete used.

Concrete Work

Item #	Item Description	Unit Cost
53.	Traffic Signal Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.⁰⁰</u> cu. yd.
54.	Traffic Controller Pad Foundation Installed (County to supply the template only.)	<u>1,000.⁰⁰</u> cu. yd.
55.	Roadway Lighting Pole Foundation Installed (County to supply the anchor bolts and template only.)	<u>1,600.⁰⁰</u> cu. yd.
56.	Traffic / Roadway Pole Concrete Removal (Removal to be 2 feet below existing ground)	<u>1,500.⁰⁰</u> cu. yd.
57.	Miscellaneous Concrete Installed 3 cubic yards or less (County to direct location. This is for various intersection work)	<u>2,500.⁰⁰</u> cu. yd.
58.	Traffic Controller Pad Concrete Removal (Removal of complete pad)	<u>500.⁰⁰</u> cu. yd.
59.	Miscellaneous Concrete Removal (County to direct location. This is for various intersection work)	<u>1,000.⁰⁰</u> cu. yd.
60.	6" Core Drilling Concrete / Asphalt	<u>35.⁰⁰</u> per Inch
61.	8" Core Drilling Concrete / Asphalt	<u>60.⁰⁰</u> per Inch

Traffic Control Device Removal

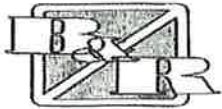
Item to be delivered to Mobile County Traffic Maintenance Shop

Item #	Item Description	Unit Cost
62.	Pole Mounted Cabinet	<u>500.⁰⁰</u> each
63.	Ground Mounted Cabinet	<u>500.⁰⁰</u> each
64.	Traffic Signal Head (3-section)	<u>125.⁰⁰</u> each
65.	Traffic Signal Head (4-section)	<u>125.⁰⁰</u> each
66.	Traffic Signal Head (5-section)	<u>125.⁰⁰</u> each
67.	School Flasher (ground mount)	<u>175.⁰⁰</u> each
68.	School Flasher (aerial)	<u>300.⁰⁰</u> each
69.	Pedestrian Signal Head	<u>100.⁰⁰</u> each
70.	Luminaire Arm	<u>600.⁰⁰</u> each
71.	Remove Span Wire Assembly (aerial pole to pole)	<u>250.⁰⁰</u> each

Additional Services

Item #	Item Description	Unit Cost
72.	Install Miscellaneous Cabinet Components (County to supply components, i.e. relays, detectors, flashers, video / wireless panels, etc.)	<u>200.⁰⁰</u> each
73.	Install Miscellaneous Aerial Components (County to supply components, i.e. bulbs, visors, signs, brackets, etc.)	<u>150.⁰⁰</u> each

74. Service Call (2 hour Response Time) for 200.⁰⁰ per hour
Normal business hours Monday to Friday 6am-6pm
(Items to include, but not limited to, diagnostic
And/ or service of: Traffic Controller, Detectors,
Power Supply, Cabinet Components, Aerial Components, etc.)
75. Service Call (2 hour Response Time) for 300.⁰⁰ per hour
Monday to Friday 6pm-6am, non-planned weekend event
or holiday.
(Items to include, but not limited to, diagnostic and/ or
Service of: Traffic Controller, Detectors, Power Supply,
Cabinet Components, Aerial Components, etc.)
76. 55' Bucket Truck Service 200.⁰⁰ per hour
(Includes operator)
77. Auger Truck Service 250.⁰⁰ per hour
(Includes operator)
78. Crane Rental-100 ft. boom 425.⁰⁰ per hour
(Includes operator)
79. Crane Rental- 200 ft. boom 775.⁰⁰ per hour
(Includes operator)
80. Traffic Control Scheme, to include 3,120.⁰⁰ each
One Lane Closure in accordance with latest
MUTCD on a county or city roadway
81. Traffic Control Scheme, to include 4,080.⁰⁰ each
Two Lane Closure in accordance with latest
MUTCD on a county or city roadway
82. Traffic Control Scheme, to include 3,120.⁰⁰ each
One Lane Closure in accordance with latest
MUTCD on an interstate highway



Reg 1668

**Bagby & Russell Electric Company, Inc.**

3400 HURRICANE BAY DRIVE • THEODORE, ALABAMA 36592 • (251) 443-8902 • FAX (251) 443-8082

www.bagrus.com

Quote for Street Light Installation Labor Battery Heights City of Mobile 1-14-2021

Item No.	Description	Qty	Unit Cost	Unit	Bid
4	LED Fixture Mounting	24	\$100.00	ea	\$ 2,400.00
8	Pole Base Fuse Holder <i>w/fuse</i>	48	\$15.00	ea	\$ 720.00
9	Replacement Cable	24	\$125.00	ea	\$ 3,000.00
15	Type 1 Junction Box	26	\$300.00	ea	\$ 7,800.00
18	Electrical Service	1	\$700.00	ea	\$ 700.00
19	Install Pole 20 ft or less	17	\$500.00	ea	\$ 8,500.00
22	Remove Pole	7	\$1,000.00	ea	\$ 7,000.00
24	Wood Pole Set	0	\$800.00	ea	\$ -
28	Set & Wire Pad Mounted Cabinet	1	\$1,000.00	ea	\$ 1,000.00
39	Install Runs of Wire in Conduit	4245	\$4.50	lf	\$ 19,102.50
46	Conduit Above Ground	30	\$15.00	lf	\$ 450.00
47	Conduit Underground	200	\$7.00	lf	\$ 1,400.00
48	2" Bore	4,500	\$17.00	lf	\$ 76,500.00
50	6" Bore	0	\$55.00	lf	\$ -
54	Traffic Controller Pad Foundation	1	\$1,000.00	cu. yd	\$ 1,000.00
55	Roadway Lighting Foundation	8.5	\$1,600.00	cu. yd	\$ 13,600.00
56	Roadway Pole Concrete Removal	2	\$1,500.00	cu. yd	\$ 3,000.00
57	Miscellaneous Concrete Installed	2	\$2,500.00	cu. yd	\$ 5,000.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Grand Total \$ 151,172.50

Note*

This Quote does not include Gross Receipts Tax. Nor does it include any Bond.
Bond may be included for an additional 1.25%



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of Purchase Order to Deere & Company for 7 2021 JOHN DEERE Z950R 72IN ZERO TURN MOWERS (4 DIESEL, 3 GAS).

General fund (fleet capital)

Amount of Contract:

\$131,075.28

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20210209 Deere Agenda Package POs	Cover Memo	2/9/2021

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:33 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>2024 & 2025</u>	2021	(F7000) MOTOR POOL	7 2021 JOHN DEERE Z950R 72IN ZERO TURN MOWERS (4 DIESEL, 3 GAS) (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$131,075.28	<u>(295477) DEERE & COMPANY</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE Z950R 72" DECK ZERO TURN MOWER, WITH GASOLINE ENGINE. 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT BNU10995 FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE PRICE QUOTE AS PER SURCEWELL GROUNDS MAINTENACE CONTRACT 062117-DAC (PB NB CG 70) PER QUOTATION #23566583 DATED 2-2-2021 Additional Description Notes ----- 2021 JOHN DEERE Z950R 72" DECK ZERO TURN MOWER, WITH GASOLINE ENGINE. AS PER BID #5417. REQUESTED BY PARKS DEPARTMENT.	3.00 EACH	13747.52000	41242.56
1	2000.80.00.0000.0000.0000.0000.47120. E E0022 .VEHICLEEXP.			41242.56

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 41242.56

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

Account	Amount	Remaining Budget
E E0022 .VEHICLEEXP.	41242.56	175644.11

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.	41242.56	
CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)		

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

Activity	Date	Clerk	Comment
Cancelled	02/05/21	JOHN PAINE	GL Allocation changed
Approved	11/10/20	DANIEL OTTO	
Approved	02/05/21	DANIEL OTTO	
Approved	11/10/20	TIFFANY HOLLINS	
Approved	11/10/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	11/10/20	RELYA MALLORY	Auto approved by: 910514227
Approved	02/08/21	TIFFANY HOLLINS	
Approved	02/08/21	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	02/08/21	RELYA MALLORY	Auto approved by: 910514227
Approved	02/08/21	DONNA MICHELE STANLEY	Auto approved by: 9105paij
Approved	02/08/21	DONALD ROSE	Auto approved by: 9105paij

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002024-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 3
--	---	--------

Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
MOTOR POOL
745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	02/08/21 SANDRA LEWIS		Auto approved by: 9105paij	
Approved	02/08/21 HEATHER KIHYET		Auto approved by: 9105paij	
Approved	02/08/21 JOHN PAINE			

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 1
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Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
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745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
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Tel#800-358-5010 OPT 2
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MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	ZERO TURN MOWER AS SPECIFIED: 2021 JOHN DEERE Z997R DIESEL 72 INCH 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT TCB11281 FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE PRICE QUOTE AS PER SURCEWELL GROUNDS MAINTENACE CONTRACT 062117-DAC (PB NB CG 70) PER QUOTATION #23566583 DATED 2-2-2021 Additional Description Notes ----- 2021 JOHN DEERE Z997R DIESEL 72 INCH 7 IRON PRO SIDE DISCHARGE DECK. 26X12N12 MICHELIN X TWEEL TURFS, ALLIED CANOPY-ALLIED STROBE KIT FRONT LIGHT (2) KIT DELUXE COMFORT SEAT WITH ARMREST SUNSOUTH SERVICE GUARNATEE NO CHARGE NEVER STOP LOANER GUARANTEE NO CHARGE FREIGHT AND LABOR FOR ALLIED ATTACHMENT INCLUDED IN PRICE. REQUESTED BY PARKS DEPARTMENT.	4.00 EACH	22458.18000	89832.72
1	2000.80.00.0000.0000.0000.0000.47120. E E0022 .VEHICLEEXP.			89832.72

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved	Page 2
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Vendor
DEERE & COMPANY
2000 JOHN DEERE RUN

Ship To
MOTOR POOL
745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
Fax 309-749-2313

Delivery Reference
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Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/20	295477	11/09/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
--------------------------	-----	------------	-----------

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	89832.72
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E E0022 .VEHICLEEXP.	89832.72	175644.11

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47120.	89832.72	

CAPITAL IMPROVEMENTS FUND EXP VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
CCancelled	02/05/21	JOHN PAINE	GL Allocation changed
Approved	11/10/20	DANIEL OTTO	
Approved	02/05/21	DANIEL OTTO	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002025-00 FY 2021 Acct No: 2000.80.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Approved
--	---

Page 3

Vendor
 DEERE & COMPANY
 2000 JOHN DEERE RUN

Ship To
 MOTOR POOL
 745 BROAD STREET

CARY, NC 27513

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Tel#800-358-5010 OPT 2
 Fax 309-749-2313

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
11/09/20	295477	11/09/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Approved	11/10/20 TIFFANY HOLLINS			
Approved	11/10/20 MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	11/10/20 RELYA MALLORY	Auto approved by: 910514227		
Approved	02/08/21 TIFFANY HOLLINS			
Approved	02/08/21 MARILYN MCMILLAN	Auto approved by: 910514227		
Approved	02/08/21 RELYA MALLORY	Auto approved by: 910514227		
Approved	02/08/21 DONNA MICHELE STANLEY	Auto approved by: 9105paij		
Approved	02/08/21 DONALD ROSE	Auto approved by: 9105paij		
Approved	02/08/21 SANDRA LEWIS	Auto approved by: 9105paij		
Approved	02/08/21 HEATHER KIHYET	Auto approved by: 9105paij		
Approved	02/08/21 JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

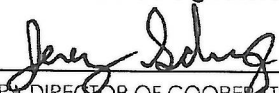
NJPA Contract #: 062117-DAC

Proposer's full legal name: Deere & Company

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-DAC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Deere & Company

Authorized Signatory's Title Manager, Contract Administration



VENDOR AUTHORIZED SIGNATURE

Shawn Parker

(NAME PRINTED OR TYPED)

Executed on 8-18, 2017

NJPA Contract # 062117-DAC

PRICE SCHEDULE: CONTRACT 062117-DAC		
Price Page Tabs	Product Descriptions	Discounts off MSRP
L21	Residential Zero-Turn-Radius Mowers & Equipment	0%
L25	Lawn Tractors (E100's only) & Equipment	0%
L25	Lawn Tractors (X300's only) & Equipment	18%
L30	Garden Tractors & Equipment	18%
L35	Equipment for Lawn & Garden Tractors	18%
C10	Commercial Walk-Behind Mowers & Equipment	23%
C13	Commercial Zero-Turn-Radius Mowers & Equipment	23%
C15	Commercial Front Mowers & Equipment	23%
C18	Commercial Wide Area Mowers & Equipment	23%
C20	Compact Utility Tractors & Equipment	18%
C21	Equipment for Commercial Mowing Products	23%
C25	Equipment for Compact Utility Tractors	18%
G10	Reel Mowers & Equipment	24%
G15	Special Application Mowers & Equipment	24%
G20	Special Application Vehicles & Equipment	24%
G25	Aeration & Equipment	24%
G30	Debris Maintenance & Equipment	24%
G35	Fleet Management (golf)	14%
C39	Recreational Utility Vehicles & Equipment	13%
C40	Mid Duty Crossover Utility Vehicles & Equipment	13%
C41	High-Performance Utility Vehicles & Equipment	13%
C42	Gator Utility Vehicles & Equipment	16%
C47	HPX Utility Vehicles & Equipment	13%
C48	Implements for Utility Vehicles	13%
FRONTIER PRODUCTS		
Frontier	Cutting & Mowing	18%
Frontier	Tillage	18%
Frontier	Hay & Forage	18%
Frontier	Landscaping	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%
Frontier	Planting and Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Sprayers	18%

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build Your Own" and building the desired machine.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

John R. Peavy, Senior Director of Public Services

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To reallocate \$50,000.00 from Public Services Maintenance Hauling (10042086.42060) to Public Works Security Improvement, Capital Improvement Fund Project #C0462 to implement security upgrades at multiple Public Works facilities.

Funding Source

Project # C0462 Public Works Security Improvement

Discretionary Funds

Project String 20002000.42210

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Council members Levon C. Manzie and C.J. Small

Purpose and Scope of Project:

To accept a contract with Southern Earth Sciences, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council - Public Works (Infrastructure/Testing/other related services.)

Amount of Contract:

\$150,000.00

Funding Source

Project # C0323

Discretionary Funds

Project String 20002000-48030

Contract Number:3129

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Nick Amberger, P.E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Council-members Levon C. Manzie and C.J. Small

Purpose and Scope of Project:

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

Amount of Contract:

\$330,875.00

Funding Source

Project # C0323

Project String 20002000-48020

Budget Amendment REDUCE INCREASE

Grant Funds

Discretionary Funds

Contract Number:3130

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Brad Christensen, Real Estate Asset Management

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Resolution to authorize the Mayor to apply, accept and receive for the City of Mobile, from the Southern Rail Commission, a Notice of Award and Memorandum of Agreement, for grant assistance in the approximate amount of \$160,200.00 for an Alternate Site Analysis, needed to support the return of passenger rail service along the Gulf Coast; in the event this grant is received, the Council authorizes the expenditure in the approximate amount of \$80,100.00 for matching funds by the City of Mobile. This Resolution is either necessary to respond to COVID-19 or necessary to perform essential minimum functions of the Council.

Amount of Contract:

Grant in the amount of \$160,200.00, requiring a match of \$80,100.00 from the City of Mobile

Funding Source

Project # AM-101-17 Southern Rail Commission
Grant Resolution - Alternate Site Analysis

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Merchant, Mary Ann	Approved	2/18/2021 - 8:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/21/2021 - 9:17
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/21/2021 -
11:28 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

James Roberts, Senior Director
Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	2/11/2021 - 2:42 PM
Legal	Kern, Chris	Approved	2/11/2021 - 3:45 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunsouth LLC for two John Deere 318G skid steer loaders.

Stormwater, Capital fund.

Amount of Contract:

\$70,954.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200218 Sunsouth Agenda Package POs	Cover Memo	2/18/2021

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	2/18/2021 - 11:30 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

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

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>115</u>	2021	(F7000) MOTOR POOL	2 JOHN DEERE 318G SKID STEER LOADERS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT- NOT ON STATE CONTRACT)	\$70,954.00	<u>(291912)</u> <u>SUNSOUTH LLC</u>

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

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000115-00 FY 2021 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor
 SUNSOUTH LLC
 8420 TANNER WILLIAMS RD

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
 CARTERD@CITYOF MOBILE.ORG

Tel#251-649-3892
 Fax 251-649-3896

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
10/01/20	291912	10/02/20			MOTOR POOL

LN Description / Account	Qty	Unit Price	Net Price
001 SKID-STEER LOADER AS SPECIFIED: 2021 OR NEWER JOHN DEERE 318G SKID STEER LOADER WITH OPEN CAB, 72" BUCKET, SINGLE POINT LIFT SYSTEM AS PER YOUR QUOTATION 23566657 DATED 2-12-2021 BASED ON SOURCEWELL CONTRACT #032119-JDC. QUOTE IS DELIVERED PRICING TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE ALABAMA. Additional Description Notes ----- USED 2019 BOBCAT S595 T4 SKID-STEER LOADER, P22 PERFORMANCE PACKAGE, POWER BOB-TACH, C10 COMFORT PACKAGE, OPEN CAB, CAB ACCESSORIES PACKAGE, TELEMANTICS US 74" HEAVY DUTY BUCKET, BOLT-ON CUTTING EDGE 74" LIFT EYE KIT, NO MORE THAN 300 CLOCK HOURS 5 YEAR MAINTENANCE/SERVICE PLAN.	2.00 EACH	35477.00000	70954.00

1 4050.70.00.0000.0000.0000.0000.47120. E C0446 .VEHICLEEXP.	70954.00
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Ship To
 MOTOR POOL
 745 BROAD STREET
 MOBILE, AL 36604
 Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00000115-00 FY 2021 Acct No: 4050.70.00.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
SUNSOUTH LLC
8420 TANNER WILLIAMS RD

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36608

MOBILE, AL 36604
CARTERD@CITYOF MOBILE.ORG

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MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/01/20	291912	10/02/20			MOTOR POOL

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

Requisition Link

Requisition Total 70954.00

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

Account	Amount	Remaining Budget
E C0446 .VEHICLEEXP.	70954.00	837271.47

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

Account	Amount	Remaining Budget
4050.70.00.0000.0000.0000.0000.47120.	70954.00	

STORM WATER EXP

VEHICLE ACQ (GREATER \$5000)

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

Activity	Date	Clerk	Comment
Cancelled	02/17/21	JOHN PAINE	GL Allocation changed
Approved	10/13/20	NICHOLAS AMBERGER	
Approved	02/17/21	NICHOLAS AMBERGER	
Approved	10/13/20	TIFFANY HOLLINS	
Approved	10/13/20	MARILYN MCMILLAN	Auto approved by: 910514227
Approved	10/13/20	RELYA MALLORY	Auto approved by: 910514227
Queued	02/17/21	TIFFANY HOLLINS	.
Queued	02/17/21	MARILYN MCMILLAN	.
Queued	02/17/21	RELYA MALLORY	.
Pending		DONNA MICHELE STANLEY	.
Pending		DONALD ROSE	.
Pending		SANDRA LEWIS	.
Pending		HEATHER KIHYET	.
Pending		JOHN PAINE	.

=====	=====
Bill To	Requisition 00000115-00 FY 2021
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4050.70.00.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
SUNSOUTH LLC
8420 TANNER WILLIAMS RD

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MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
10/01/20	291912	10/02/20			MOTOR POOL
-----	-----	-----	-----	-----	-----

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

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-JDC

Proposer's full legal name: John Deere Construction Retail Sales

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

Jeremy Schwartz
(NAME PRINTED OR TYPED)

COED2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

DocuSigned by:

Chad Coquette
(NAME PRINTED OR TYPED)

7E42BBF817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Awarded on May 10, 2019

Sourcewell Contract # 032119-JDC

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name

John Deere Construction Retail Sales

Authorized Signatory's Title

Manager, Contract Sales

VENDOR AUTHORIZED SIGNATURE

Mark Oliver

(NAME PRINTED OR TYPED)

Executed on

10 May, 2019

Sourcewell Contract # 032119-JDC

SOURCEWELL Contract 032119-JDC**John Deere Construction Retail Sales -- effective 02 December 2020****U.S. Discounts**

John Deere Construction Models	U.S. Contract Discount
Articulated Dump Trucks	
260E	33.00%
310E	33.00%
370E	33.00%
410E-II	32.00%
460E-II	30.00%
Backhoes	
310L EP	45.00%
310L	46.00%
310SL	46.00%
310SL HL	46.00%
315SL	46.00%
410L	44.00%
710L	43.00%
Compact Track Loaders	
317G	32.00%
325G	32.00%
331G	32.00%
333G	32.00%
Dozers	
450K	29.00%
550K	29.00%
650K	29.00%
700K	28.00%
700L	26.00%
750K	28.00%
750L	25.00%
850K	30.00%
850L	28.00%
950K	33.00%
1050K	33.00%
Crawler Loaders	
655K	28.00%
755K	28.00%
Excavators	
75G	34.00%
85G	34.00%
130G FT4	36.00%
135G FT4	36.00%
160G LC FT4	36.00%
180G LC FT4	36.00%
190GW FT4	44.00%
200G LC FT4	36.00%

JOHN DEERE
CONFIDENTIAL

Quantity Discounts:

5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

<http://dealerlocator.deere.com/servlet/>

For contract questions, contact:

Mark Oliver

Manager, Government Sales

John Deere Construction Retail Sales

309-748-3418

OliverMarkR@JohnDeere.com

210G LC FT4	36.00%
245G LC FT4	36.00%
250G LC FT4	35.00%
300G LC FT4	35.00%
345G LC FT4	31.00%
350G LC FT4	36.00%
380G LC FT4	36.00%
470G LC FT4	39.00%
670G LC FT4	39.00%
870G LC FT4	39.00%
ZX75US-5	34.00%
ZX85US-5	34.00%
ZX130-6 FT4	36.00%
ZX135US-6 FT4	36.00%
ZX160 LC-6 FT4	36.00%
ZX180 LC-6 FT4	36.00%
ZX190W-6N FT4	44.00%
ZX210 LC-6 FT4	36.00%
ZX245 LC-6 FT4	36.00%
ZX250 LC-6 FT4	35.00%
ZX300 LC-6 FT4	35.00%
ZX345US LC-6N FT4	31.00%
ZX350 LC-6 FT4	36.00%
ZX380 LC-6 FT4	36.00%
ZX470 LC-6 FT4	39.00%
ZX670 LC-6 FT4	39.00%
ZX870 LC-6 FT4	39.00%
Excavators - Compact	
17G	29.00%
26G	29.00%
30G	29.00%
35G	29.00%
50G	29.00%
60G	29.00%
ZX17U-5	29.00%
ZX26U-5	29.00%
ZX30U-5	29.00%
ZX35U-6	29.00%
ZX50U-5	29.00%
ZX60U-5	29.00%
Feller Buncher	
859M	22.00%
Forwarder	
1910G	27.00%
Tractor Loader	
210L EP	39.00%
210L	39.00%
Motor Graders	
620G	43.00%
622G	43.00%
670G	44.00%
672G	44.00%
770G	45.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

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309-748-3418

OliverMarkR@JohnDeere.com

772G	45.00%
870G	45.00%
872G	45.00%
Skid Steers	
312GR	32.00%
314G	32.00%
316GR	32.00%
318G	32.00%
320G	32.00%
324G	32.00%
330G	32.00%
332G	32.00%
Skidder	
640L II	25.00%
Swing Machine	
2156G	29.00%
2654G	31.00%
2656G	31.00%
Wheel Loaders	
444K	40.00%
444L	37.00%
444 P	37.00%
524K II	43.00%
524L	41.00%
524 P	40.00%
544K II	43.00%
544L	41.00%
544 P	41.00%
624K II	43.00%
624L	41.00%
624 P	40.00%
644K	41.00%
644L	37.00%
644 P	37.00%
644KH	41.00%
644LH	37.00%
644 X	37.00%
724K	41.00%
724L	39.00%
724 P	39.00%
744K II	41.00%
744L	38.00%
824K II	41.00%
824L	38.00%
844K III	41.00%
844K III AH	40.00%
844L	38.00%
844L AH	38.00%
944K	39.00%
Wheel Loaders - Compact	
204L	28.00%
244L	28.00%
304L	28.00%



Quantity Discounts:	
5-7 Machines	1%
8-14 Machines	2%
15-30 Machines	3%

Please contact local dealer for a quote:

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Manager, Government Sales

John Deere Construction Retail Sales

309-748-3418

OliverMarkR@JohnDeere.com

324L	28.00%
344L	28.00%
Worksite Pro Attachments	
Various	20.00%



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Anitra Henderson, Executive Director, Communications and External Affairs

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve contract with Laine Federal Solutions Inc for payroll staffing services for the YES intern program.

Capital

Amount of Contract:

NTE \$175,000/year for 3 years

Funding Source

Project # P0101

Discretionary Funds

Project String #__P0101. PROFTECHNC.
20002000 42200

Contract Number:3137

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
2021 Agenda Package Contract YES Intern Staffing	Cover Memo	2/9/2021

REVIEWERS:

Department	Reviewer	Action	Date
Communications and External Affairs	Henderson, Anitra	Approved	2/12/2021 - 9:21 AM 2/12/2021 -

Capital	Hollins, Tiffany	Approved	2:18 PM
Legal	Kern, Chris	Approved	2/12/2021 - 3:19 PM
Legal	Kern, Chris	Approved	2/12/2021 - 3:19 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:33 AM

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)



PROJECT NAME: 2021-2024 YES INTERN PROGRAM

PROJECT # P0101. PROFTECHNC. 20002000 42200

PROJECT DESCRIPTION PAYROLL FOR YES INTERNS

CONTRACT AMOUNT \$175,00 per year for 3 years.

VENDOR NAME Laine Federal Solutions Inc

VENDOR NUMBER 296913

DEPT # 0510 DEPT NAME MAYOR'S OFFICE

CONTRACT ADMINISTRATOR Anitra Henderson

Please Select by circling one (Type): Service Contract

Architectural Engineering Testing Professional Services

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

RETAINAGE INFORMATION: None

SHOULD RETAINAGE BE WITHHELD? Y___ N__X_ ; 5% of the 1st 50% _____ or

**Unit Price Contracts are estimates per F. Kessler - do not require Change Orders*

***General Construction requires Change Order for 10% overages.*

Prepared by: Don Rose Date 9 Feb 2021

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by:

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 Laine Federal Solutions Incorporated in an amount not to exceed \$175,000 per year, for a one year period, and renewable without further Council approval for two additional years, for personnel staffing services for the Youth Empowered for Success intern program, attached hereto and made a part hereof as though set forth in full, and to approve the supporting bid award. A copy of said contract is on file in the Office of the City Clerk.

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

Adopted:

City Clerk



City of Mobile

Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and Laine Federal Solutions, Incorporated, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Alabama.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, Typical YES Intern Locations, and Additional Terms Relating to Purchases with Federal Grant Awards, from City of Mobile Bid number 5502, and **Exhibit B**, Contractor's bid submission in response to City of Mobile Bid number 5502, which are attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue for one year. The term shall incorporate all payroll and staffing tasks as defined in **Exhibit A** related the 2021 YES program, and all associated City youth internships during the performance period. The Agreement may be renewed with the consent of both parties for two additional one-year program periods. The total cost of this agreement shall not exceed \$175,000 per year.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit C** to this contract.

ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of

this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor 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. At a minimum, Contractor will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of **Exhibit A**.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:
Chasidy Privett, President & CEO
Laine Federal Solutions, Inc.
221 Fairway Dr
Cullman, AL 35806

ARTICLE 14. 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.

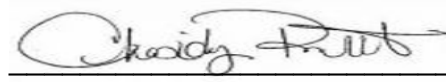
ARTICLE 15. Boycotts

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.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR, Laine Federal Solutions, Incorporated

 , Its President & CEO (title)
On behalf of Contractor

02-February 2021 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A Scope of Work, Intern Locations, and Federal Terms
EXHIBIT B Contractor Submission to City of Mobile Bid 5502
EXHIBIT C Contractor Evidence of Insurance

EXHIBIT A

SCOPE OF WORK

TYPICAL CITY YES INTERN LOCATIONS

ADDITIONAL TERMS RELATING TO PURCHASES WITH FEDERAL GRANT AWARDS

Scope of Work

CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a minimum of two days at a site determined by the City.

- 7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 8) Inform Interns in writing that they are employed by Contractor, not the City.
- 9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.
- 10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.
- 11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.
- 12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.
- 13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.
- 14) Remove employees as directed by the City.
- 15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.
- 16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall immediately inform the City and the Parties shall work cooperatively to take all

necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

- 17) Provide detailed invoices to the City at agreed upon intervals.
- 18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.
- 19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
 - (i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
 - (ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
 - (iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
 - (iv) An Umbrella Liability policy with limits not less than \$3,000,000.

City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.
- 3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.
- 4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of

all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.

Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Department Name	Dept Address/ Location	Hours of Operation	Department Summary (brief description of services provided)	Approx Number of positions available.	Description of duties and the skills the intern will acquire.
MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Answer phones and enter citizen requests for service in the 311 Call Center Assist voice/data technicians in repairing computers and printers
Build Mobile	205 Govnment Plaza, 3rd FL, South Tower	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class
Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Some working with animals and some administrative abilities.

Innovation-team	200 Govt St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	1	Team work/design thinking concepts/data/graphics/multiple other skills/
Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Engineering & Development - REAM Department	Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.	1	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.

Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am-5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.
Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	1	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	Weekdays 8:00 am-5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview of arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.

Additional Terms Relating to Purchases with Federal Grant Awards

1. FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. 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.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award 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 bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("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 bid awardee, 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 bid awardee 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 bid awardee in default of its obligation under the bid award:

(i) the bid awardee 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 bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance

of the bid requirements;

(iv) the bid awardee 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 bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee 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 bid awardee 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 bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. 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 bid awardee, 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 bid awardee. Following termination upon notice, the bid awardee 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 bid awardee 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 bid awardee'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 bid awardee 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 bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee 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 bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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 bid awardee 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.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee 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).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee 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. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney

must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. 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.

10. 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.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.

EXHIBIT B

Contractor's Bid Submission in Response to City of Mobile Bid Number
5502



City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
"YES" YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 13, 2021, 11:30 a.m.
Local

Mailing Address	Package Delivery
City of Mobile	City of Mobile
Purchasing Department	Purchasing Department
P.O. Box 1948	Government Plaza
Mobile AL 36633	1 st Floor, Room S-408
	205 Government St
	Mobile, AL 36644
Phone: (251) 208-7494	Email: Purchasing@cityofmobile.gov

- I. The City of Mobile ("City") is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City "Youth Empowered for Success" (YES) Intern program, as per these specifications.

II. Background

- A. The City's YES Intern program employs 100-150 Mobileans, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The Interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as Christmas and spring breaks.
- B. Contractor's role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each Intern's hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office 828 - 103

City of Mobile Business License Number 116561

Federal E-Verify Enrollment Number 1571151

Alabama Department of Labor, Child Labor Certificate No. 176136-2

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES ☒ NO ☐

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES ☒ NO ☐

Please provide at least two customers for whom you have provided this service:

Rebecca Wesley (334-240-7231) Department of Agriculture, Montgomery, AL (09/2020 -12-2020)

Name	Location	Dates
------	----------	-------

Vickie Townes (205-254-7387) Jefferson County Elections Commission, Birmingham, AL (11/2020 - 12/2020)

Name	Location	Dates
------	----------	-------

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES ☒ NO ☐

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES ☒ NO ☐

Please provide the name of the software product(s) you use: Paychex

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES ☒ NO ☐

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).



Please state your BID percentage markup here: 22 %

Please calculate and write below your total hourly rate based on your
BID markup, assuming the City directs \$7.25 as the hourly Intern pay:

\$8.85

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

ATTN: I have read and understood the requirements stated by the City in this Bid package. I certify
that all representations I have made herein are true and accurate. I have authority to make
representations and sign bid documents on behalf of this Bidder.

Signature

01/15/2021

Date

Chasidy Privett, President & CEO

Your Printed Name & Title

Laine Federal Solutions

Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:

Chasidy Privett, President & CEO: cprivett@laine-federal.com

Phone: 404-436-1227

221 Fairway, Dr. Cullman, AL 35806



Secretary of Labor
Fitzgerald Washington

Fitzgerald Washington



Child Labor Inspector
Robin Wilburn, Supv.

Robin Wilburn

Child Labor Certificate - Class II

(FOR THE EMPLOYMENT OF MINORS AGE 16/17)

Alabama Department of Labor Child Labor Enforcement

Kay Ivey, Governor

Name of Business: Laine Federal

Type of Business: Staffing

Address: 221 Fairway Dr; Cullman, AL 35057

Name of Corporate Owner: Laine Federal

Certificate Number: 176136-2

Date Issued: 01/07/2021

Expiration Date: 01/31/2022

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

Laine Federal Solutions Incorporated

This name reservation is for the exclusive use of Chasidy Privett, 221 Fairway Dr,
Cullman, AL 35057 for a period of one year beginning January 06, 2021 and
expiring January 06, 2022



RF5923699

**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 06, 2021

Date

John H. Merrill

Secretary of State

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE
AND/OR TAX ACCOUNT

ACCT#: 116661 LAST 4 FEIN/SSN: 2230
OWNERSHIP: CORP STATE ID:
ACCT#: 116661 LAST 4 FEIN/SSN: 2230
OWNERSHIP: CORP STATE ID:
ZONING CERT: NA

LEGAL BUSINESS NAME: LANE FEDERAL SOLUTIONS INC

LEGAL BUSINESS NAME: LANE FEDERAL SOLUTIONS INC

PHYSICAL ADDRESS: 3379 PEACHTREE RD NE STE 555 GA 30326

PHYSICAL ADDRESS: 3379 PEACHTREE RD NE STE 555 GA 30326

MAILING ADDRESS: 221 FAIRWAY DR CULLMAN, AL 35057

BUSINESS PHONE: 258-586-0808

CPI 1 PHONE:

BUSINESS FAX:

START DATE: 01/16/2021

JURISDICTION: C

START DATE: 01/16/2021

TERRITORY: T0

TAX CODES:

BUSINESS FAX:

ACCOUNT TYPE: L

JURISDICTION: C

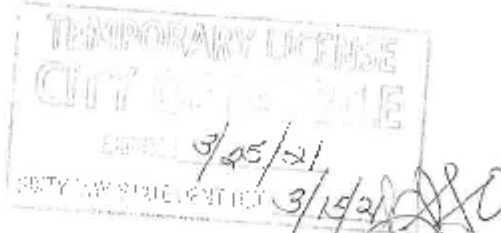
TERRITORY: T0

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
LANE FEDERAL SOLUTIONS INC	CORP	3379 PEACHTREE ROAD NORTHEAST SUITE 555	ATLANTA	GA	30326
LANE FEDERAL SOLUTIONS INC	CORP	3379 PEACHTREE ROAD NORTHEAST SUITE 555	ATLANTA	GA	30326

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
561320	EMPLOYMENT-TEMP HELP SERVICE	2021



I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: CHASIDY PRIVETT

ID: DRIVER LICENSE

DATE: 1/16/2021

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT • PO BOX 3065 • MOBILE, AL 36652-3052

TEMPORARY BUSINESS LICENSE

EXHIBIT C

Contractor's Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2021

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 Liberty Mutual Insurance PO Box 188065 Fairfield, OH 45018	CONTACT NAME: PHONE (A/C, No, Ext): 800-962-7132		FAX (A/C, No): 800-845-3666
	E-MAIL ADDRESS: BusinessService@LibertyMutual.com		
INSURED Laine Federal Solutions Inc 221 Fairway Dr Cullman AL 35057	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: General Insurance Company of America		24732
	INSURER B: Ohio Security Insurance Company		24082
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 60028339

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Businessowners GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			BWG61923454	8/24/2020	8/24/2021	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	XWS61923454	8/24/2020	8/24/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

City of Mobile
 205 Government St
 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

Kristy Fitzgerald

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



Bid Tabulation
Bid 5502 YES Payroll Staffing Services
Jan 19, 2021

Vendor Name	Point of Contact	Total Bid amount	Term	Experience	Insurance	Capacity	Licenses	Web Software	Security
Diskriter, Inc.	Laveena Yadav	26.5% \$9.17	Will not employ under 18	Yes	Yes	Yes	Yes	Yes eTurnip	Yes
Clark Personnel Inc.	Alease Dodd	30% \$9.43	N/A	Yes	Yes	Yes	Yes	Tempworks	No, but Fortigate, Kaspersky, Barracuda
Laine Federal Solutions	Chasidy Privett	22% \$8.85	N/A	No – firm does not have 5 years exp, was formed Jan 1, 2019	Yes	Yes	Yes	Yes Paychex	Yes
Sirius Technical Services, Inc	Susie Jones	27% \$9.21	N/A	Yes	Yes	Yes	Yes	Avionte, Microsoft Dynamics, ADP	Yes
Blue Arbor, Inc.	Lucine Moffett	22.4% \$8.87	N/A	Yes	Yes	Yes	Yes	Yes Tempworks	Yes



ADDENDUM 1 to City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 19, 2021, 11:30 a.m.
local

Mailing Address:

City of Mobile
Purchasing Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:

City of Mobile
Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

- I. The City of Mobile (“City”) is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City “Youth Empowered for Success” (YES) Intern program, as per these specifications.

II. RESPONSE TO QUESTIONS RECEIVED

- A. With COVID restrictions becoming more strict, do you accept email or portal upload of bid submissions?

Please provide a signed paper response as indicated in the request for bids.

- B. Please clarify and confirm the only submission to make Bid complete is the Bid Forms from the RFP request mentioned above.

Correct. Please complete, sign, and submit the bid forms and use additional pages if clarification is required in response to any questions.

- C. Do you need additional information of experience, process and qualifications from the bidders or just the Bid Forms completed?

City only requires completion of the bid forms. City may make additional inquiries to verify the accuracy of bidder- provided information and assurances.

- D. Who is (are) the incumbents on this contract?

Blue Arbor, Inc.

- E. If we are an out of state small business, minority woman owned company, can we partner with a company that has AL Business License?

Yes, but the City contract must be with an entity with an Alabama certificate of authority to transact business in the state.



- F. Please confirm this bid is for staffing only and not equipment and/or sw services?
Contractor will not be required to provide equipment.
- G. Does the city specifically require on-site onboarding and training during the pandemic?
Is this something that is optional or required?
Bidders should plan to provide in-person onboarding for interns, and include that requirement in their pricing assumptions. Covid considerations may merit adjustment to that plan, and in that event the City will coordinate a suitable alternative with the selected contractor.
- H. Could you define the termination process of employee? Is the agency responsible to inform the employee of termination/reason or does the city do that and notify the agency?
City will provide counseling and performance feedback for interns and will consult with contractor if termination is anticipated. City will notify intern of termination decision and provide information to contractor.
- I. Outside of the described covered traveled expenses, could you provide an explanation of additional travel expenses that could be incurred during the employee's assignment that is not covered. Is the agency responsible to cover these items?
The travel expenses referenced here are for contractor staff, not for the City interns/employees. City will provide any on-site transportation the interns require and does not expect contractor to fund any intern travel.
- J. See attached Bid Tabulation from the previous bid award. Note that due to potential use federal grant funds for this contract, no local vendor preferences will be applied in the evaluation of bid pricing.

BID BACKGROUND INFORMATION

NOT PART OF CONTRACT DOCUMENT



Bid Tabulation
Bid 5235 YES Payroll Staffing Services
Jan 15, 2019

Vendor Name	Point of Contact	Total Bid amount	Local/DBE Pref	Experience	Insurance	Capacity	Licenses	Web Software	Security
Clark Personnel Inc.	Alease Dodd	31% \$9.50	Yes - Local 10% 28.33% 5% 29.665%	Yes	Yes	Yes	Yes	Yes TempWorks	Yes
R&M Staffing	Santachia Martin	28% + one time set up fee \$9.28	Perhaps – may be AL DBE 10% 25.33%	No – firm does not have 5 years exp, was formed in 2018	Yes	Yes	Yes	Yes Gusto.com	Yes
Spherion	Cheryl Williams	29.74% \$9.41	Yes – Local/DBE 10% 27.07% 5% 28.405%	Yes	Yes	Yes	Yes	Yes Spherion WebTime	Yes
Blue Arbor	Lucine Moffett	26.7% \$9.19	Low Bid 10% of bid is 2.67 5% of bid is 1.335%	Yes	Yes	Yes	Yes	Yes Ultra-staff EDGE	Yes
ATS Partners	Nina de Selding	40% \$10.15	N/A	Yes	Yes	Yes	Yes	Yes Atspartners.tsheets.com	Yes



City of Mobile
Bid Number 5502
PERSONNEL PAYROLL/STAFFING SERVICES
“YES” YOUTH INTERN PROGRAM

Advertised: December 21, 2020
Questions Due: January 12, 2021
Bids Due/Opened: January 19, 2021, 11:30 a.m.
local

Mailing Address:

City of Mobile
Purchasing Department
P.O.Box 1948
Mobile AL 36633

Package Delivery:

City of Mobile
Purchasing Department
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, AL 36644

Phone: (251) 208-7434

Email: Purchasing@cityofmobile.gov

- I. The City of Mobile (“City”) is seeking SEALED BIDS from Personnel Payroll/Staffing Service vendors (Contractor) who can provide payroll services to support the City “Youth Empowered for Success” (YES) Intern program, as per these specifications.

II. Background

- A. The City’s YES Intern program employs 100-150 Mobilians, 16-24 years old, mostly in concentrated periods during traditional school breaks, but also in smaller numbers throughout the year. YES is designed to teach the Interns how to participate in the workforce through experience, training, and placement in City departments and partner non-profit agencies in Mobile. The Interns are selected by the City after an application, screening, and interview process conducted by the City. The summer break work period, which employs the largest cohort of interns, begins annually on or about the first week of June, and runs for 6-8 weeks until on or about the end of July. Some of the interns selected for the summer program may continue for longer periods. The City also may select and employ Interns for other focus periods such as Christmas and spring breaks.
- B. Contractor’s role will be to relieve the City of hiring, onboarding, insurance, and payroll management responsibilities for these Interns, and provide an important learning experience for Interns in online workforce enrollment, timekeeping, and payment. Contractors must be a full-service staffing company that uses web-based enrollment and management systems and can provide in-person, on-site instruction and onboarding support. City will supervise and will track and report Intern work hours to Contractor.
- C. The City intends to award this contract for a one-year period, to begin in early 2021 for YES program hires that may begin during spring break periods, then renewable annually with the consent of both parties for two additional one-year periods.
- D. The City intends to reimburse and compensate contractor each intern’s hourly wages plus a fixed percentage markup of that hourly rate. The contract value for each year is not to exceed \$300,000 but may be substantially less than that amount. The actual amount to be paid to Contractor each year will depend upon the number of program participants, the number of hours worked, the hourly wage rate the City selects (expected to be the federal minimum



wage), and the Contractor's markup rate. Program size and scope is also dependent upon the availability of appropriations for the program.

- E. The Scope of Work for the Contractor, to include a representative sample of the types of positions in which Interns will be placed, can be found as **Exhibit A**.
- F. A sample contract document the Contractor will be expected to execute can be found as **Exhibit B**.
- G. The documents to submit as your bid can be found as **Exhibit C**.
- H. Federal funds may in some part be used to support this program. The additional terms in **Exhibit D** are applicable to this solicitation.

III. Qualifications to Bid

- A. The City expects the selected Contractor to execute a contract with the City that will include these bid specifications and a standard service agreement (see enclosed sample), shortly after bid selection. Contractors wishing to bid on this contract must be prepared to fully, efficiently, and effectively complete the contract requirements, and be properly qualified to do business with the City of Mobile. To that end the City is requiring specific information, qualifications, and assurances from bidders to be eligible to bid. Failure to meet these requirements will result in rejection of a bid.
- B. The City is requiring Contractors that wish to bid to show the following licenses and enrollment:
 - i. Be properly enrolled as a business entity with the Alabama Secretary of State,
 - ii. Have a current City of Mobile Business license,
 - iii. Be enrolled in the federal E-Verify program, and
 - iv. Have a Child Labor Certificate issued by the Alabama Department of Labor.
- C. The City encourages the application of small and disadvantaged businesses for this opportunity. In accordance with the requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprises), and 12138 (concerning Women's Business Enterprises), the City of Mobile is conducting outreach to minority and women owned businesses to ensure, to the maximum extent possible, opportunities exist for minorities and women, and entities owned by minorities and women to participate.

IV. Bid Amount

- A. City will pay Contractor a fixed hourly rate per hour of documented Intern work for Contractor's provision of all of the services described in this Scope of Services. This will include all insurance, payroll services, participation in training, and support services.
- B. City can pay contractor based on bi-monthly (every two week) invoices. Payment terms will be net 30.
- C. The City does not require a bid bond.



- D. Bids will be stated as a percentage increase (markup) the City will pay Contractor above the hourly rate to be paid to Interns.
- E. The City will intend to award a contract to the responsive and responsible Bidder offering the lowest markup rate.
- F. For example, if the City desires Contractor to pay Interns \$7.25 per hour, City will pay Contractor \$7.25, plus a fixed percentage of \$7.25, for every hour. If Contractor's bid is for a 20% compensation markup, the City would pay Contractor: $\$7.25 + (0.20 \times \$7.25) = \$7.25 + \$1.45 = \$8.70$ per hour per Intern hour worked.
- G. Federal grants funds may be used to pay for some or all of this program. The additional clause found in Exhibit D are incorporated by reference into this bid solicitation and award. Because federal funds may be used, the local vendor preference provisions of Ala Code 41-16-50(a) are not applicable to this award.

V. Other Guidance on Submitting your Bid

- A. Please use **Exhibit C**, or a facsimile of **Exhibit C**, to submit your bid. Please sign your bid.
- B. All bids must be submitted in a sealed envelope that has the Bid Number on the outside and/or with the date and time of the bid opening 11:30 A.M., Tuesday, January 19, 2021, to the address indicated on the first page of this form. Please note that package delivery and U.S. mail addresses differ.
- C. All bids must be received and date-stamped in the Purchasing Department prior to 11:30 A.M., Tuesday, January 19, 2021.
- D. Any bids delivered after the due date will be returned unopened. It is the responsibility of the Vendor to have their bid package delivered to the Purchasing Department office and date stamped prior to the date for the bid.
- E. Bids delivered in unmarked or mismarked envelopes or packages and are opened in error prior to the bid date will be unacceptable and void to the City of Mobile.
- F. Please submit questions about this bid, its terms or conditions, by E-mail, NOT LATER THAN 11:30 A.M. January 12, 2021, to Purchasing@cityofmobile.org.
- G. Bidders should pay attention and look for Addendum(s) or updates at the City of Mobile bid site: <http://www.cityofmobile.org/bids/>. Answers to submitted questions will be made, and if necessary, posted as an addendum not later than 11:30 A.M., January 14, 2019.
- H. It is the bidder's responsibility to check for updates and addendums to this bid. The City of Mobile is not responsible if a bidder does not look for or include an Addendum or changes in the bid specifications.
- I. All bids become property of the City of Mobile and are subject to public inspection.



- J. The City reserves the right to award some, all, or none of the bids received on this bid. The City also reserves the right to waive any irregularities, and to reject bid submissions for any reason, including failure to provide any required documentation, or if the bidder is in arrears or in default upon any debt or contract to the City , or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions.
- K. Under Alabama law current City of Mobile employees and former employees having left the City of Mobile service for less than two (2) years, cannot bid, hold City contract, or provide goods and services to the City of Mobile.

Exhibits: **A** Scope of Work & Representative Intern Position Table
B Sample Contract
C Bid Form (to be submitted as your Bid)
D Additional Terms Relating to Purchases with Federal Grant Awards



EXHIBIT A Scope of Work

SCOPE OF WORK – PERSONNEL PAYROLL/STAFFING SERVICES CITY OF MOBILE YOUTH EMPOWERED FOR SUCCESS PROGRAM

For a fixed amount per hour, per employee, stated as a percentage markup of the hourly wage of the employee, Contractor will provide the following services:

- 1) Hire as temporary employees (“Interns”) up to approximately 150 persons, aged 16-24, as participants in a City of Mobile (“City”) “Youth Empowered for Success” Intern program. Most Interns will work for 6 to 8 consecutive program weeks during the months of June through July. Some Interns will work additional periods that may be over school breaks or for extended periods during the school year.
- 2) Provide staffing services (“Services”) to the City, to include enrollment, set up of pay accounts, withholding, tracking of hours worked (as provided by City supervisors), and weekly payroll. Contractor must employ secure web-based software tools and processes with web user access for Interns and City in enrollment and payroll management functions. Contractor will pay Interns on a mutually agreed upon schedule consistent with program objectives.
- 3) Provide Interns statutory worker’s compensation coverage and program management, to include making all payments for such coverage from a provider licensed to provide coverage in Alabama.
- 4) Inform contractor employees that they are required to adhere to the policies and procedures of the City. Contractor and/or its designee shall promptly notify the applicable City Intern program coordinator of any human-resource-type issue raised by an Intern that may affect the City, such as threats of violence, harassment, discrimination or retaliation.
- 5) Provide Interns all of City’s safety, drug/alcohol, work policies, anti- harassment, anti-discrimination and anti-retaliation policies and informing them that they are required to adhere to such policies. Contractor shall establish a complaint and/or reporting procedure for violations of policies and instruct Interns on the use of the procedure. Contractor shall obtain written acknowledgement from each Intern provided under this contract that she or he has read, understood and agrees to abide by those policies and procedures.
- 6) Provide live, on-site in Mobile, Alabama, initial entry training and payroll enrollment support for Interns, suitable for high-school-level new entrants to the work environment regarding payroll services being provided, as well as harassment, discrimination, and retaliation training for all contractor employees provided under this contract. Such training and support for the summer program period will be for a



minimum of two days at a site determined by the City.

- 7) Provide I-9 immigration verification for all Interns, to include inspection of identity documents and submission and federal verification of I-9 information.
- 8) Inform Interns in writing that they are employed by Contractor, not the City.
- 9) Notify Interns in writing that the only benefits they will receive will be from Contractor, and that they are not entitled to any benefits from the City.
- 10) Prepare and distribute an Employee Handbook to Interns that identifies and explains Contractor's policies and procedures that will be followed during the course of Intern employment with Contractor.
- 11) Inform Interns in writing that job-related illness/injury reports are to be made to Contractor. Contractor and/or its designee shall notify the City within 24 hours of receipt of any such reports.
- 12) Be solely responsible for, and holding City harmless from, all administrative employment matters regarding Interns including, but not limited to, all payroll and payroll income tax withholding matters; payment of workers' compensation premiums; funding of appropriate fringe benefit programs; and taking responsibility for and complying with (including offering coverage, if required) the Affordable Care Act with respect to the Interns. Interns will accrue no time off or sick time.
- 13) Pay Interns at the hourly rate directed by the City in compliance with applicable wage and hour laws including, but not limited to, the Fair Labor Standards Act ("FLSA") and Alabama Labor Code. Contractor will maintain required Child Labor certificates. Contractor shall maintain complete and accurate records of all wages paid to Interns. Contractor shall be exclusively responsible for and will comply with applicable law governing the reporting and payment of wages, and payroll-related and unemployment taxes attributable to wages paid to its employees assigned to provide services to City.
- 14) Remove employees as directed by the City.
- 15) Designate a coordinator as a single, local point of contact (SPOC), as well as a backup, that will be accessible during normal work hours 8:00 a.m. until 5:00 p.m. Monday through Friday, with the exception of the designated holidays to receive employment requests, handle and assist in any and all inquiries regarding scheduling, billing, status of orders, availability, contract pricing, contract compliance requirements, reports, and problem solving. Contractor's SPOC shall be available via a toll free telephone number or email.
- 16) In the event PHI is inadvertently transmitted to Contractor, Contractor shall



immediately inform the City and the Parties shall work cooperatively to take all necessary action to address compliance with HIPAA and state privacy laws. The services to be provided by Contractor do not involve any access, use or disclosure by Contractor of any of the City's protected health information ("PHI"), as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Contractor is not a "business associate" of the City, as defined in HIPAA.

- 17) Provide detailed invoices to the City at agreed upon intervals.
- 18) Cooperate with the City in promotion of the program and acknowledge that Intern images, names, and comments may be featured in promotional releases, including through social media, by the City.
- 19) At its sole cost and expense, procure and maintain in effect at all times throughout the Term of this Agreement, and for a minimum period of one (1) year thereafter, the following insurance coverages or their equivalent by a company authorized to issue insurance in the State of Alabama:
 - (i) Commercial General Liability written on an occurrence basis, including products/completed operations liability coverage with respect to the Services provided under this Agreement, contractual liability coverage with respect to this Agreement, broad form property damage/bodily injury and personal/advertising injury liability coverage, with limits of not less than \$1,000,000 per occurrence limit and \$1,000,000 general aggregate limit;
 - (ii) Automobile Liability Insurance covering owned, leased or non-owned vehicles with a combined single limit for bodily injury and property damages of at least \$1,000,000 per accident;
 - (iii) Full statutory coverage for Workers' Compensation in accordance with applicable state or country law; and
 - (iv) An Umbrella Liability policy with limits not less than \$3,000,000.

City will provide the following:

- 1) Define desired Intern requirements.
- 2) Recruit, interview, screen, and select the Intern program participants. The Participating Public Agency shall perform background checks on each potential Resource prior to the beginning of their assignment.
- 3) Provide name, background, and contact information for each Intern to Contractor at least 30 calendar days prior to program start.
- 4) Define the hourly rate of pay for each Intern. The expect rate for all Interns will be the current federal minimum hourly wage.
- 5) Reimburse (pay) the contractor for Intern documented hourly work performed at the



designated hourly rate plus the agreed upon percentage markup. Rates are inclusive of all travel costs incurred by Contractor in administration of the Services, to include travel as necessary for initial orientation. The City is not responsible for additional travel expenses

- 6) Provide contractor a list of employee work sites and job descriptions where employees will be located not later than two months prior to the start of the program. For bid purposes, attached at the end of this Exhibit is the anticipated annual list of site locations and job descriptions.
- 7) Coordinate with the contractor adequate onboarding training and entry processing, including providing facility and access to City selected Interns to be employed by contractor.
- 8) Notify contractor of the specific work assignment and location of each employee.
- 9) Notify contractor of any changes in job locations or job descriptions, with the recognition that the City will not make a substantial change in a job description or job location that would impact workers compensation rates or child labor compliance without consultation and agreement of contractor.
- 10) Set workplace behavior, dress, performance, and work hour requirements and communicate them to employees. Employees shall work Monday through Friday between 7 am and 5 pm, and no more than 40 hours per week. Break and lunch periods will be at the discretion of individual City supervisors.
- 11) Supervise the employees in the work assigned, to include training, guidance, safety oversight, correction, commendation, counseling, and report performance or behavior concerns to contractor. City will have direct authority over employees.
- 12) Track and report work and absence hours necessary for the contractor's provision of payroll service. Work with contractor on a mutually agreeable, convenient, and efficient reporting system, but Contractor must provide a software tool that allows for Intern online entry of hours and City online certification of hours.
- 13) Obtain necessary parental waivers or permissions for participation in activities or use in promotional media.
- 14) City will not be liable for any conversion fees or direct hire fees.



Typical City YES Intern Locations and Job Descriptions (will be adjusted annually)

Department Name	Dept Address/ Location	Hours of Operation	Department Summary (brief description of services provided)	Approx Number of positions available.	Description of duties and the skills the intern will acquire.
MIT	651 Church St	Weekdays 9:00 am to 5:00 pm	Maintain software and hardware in all city departments	2	Answer phones and enter citizen requests for service in the 311 Call Center Assist voice/data technicians in repairing computers and printers
Build Mobile	205 Govnment Plaza, 3rd FL, South Tower	Weekdays 7:00 am - 4:00 pm	Build Mobile lays the foundation to serve everyone who wants to do business, create jobs and grow Mobile. Planning & Zoning, Permitting, Inspection Services, Historical Development, and Long-Range Planning all fall under the umbrella of Build Mobile.	4	Filing, scanning, structural site visits (Plumbing, Mechanical, Electrical, and Building), attend meetings (i.e., Plan Review, City Council, etc.), and other office duties as assigned.
Mobile Museum of Art	4850 Museum Drive, Mobile, AL 36608 (Langan Park/Mun. Park)	Tues-Sun 10:00 am – 5:00 pm (Thurs to 9:00 pm)	Fine Arts Education	4	Assist Art educators in planning, facilitating, conducting summer art camp class
Police Department	2460 Govt Blvd	Weekdays 8:00 am – 5:00 pm	Public safety	10	Some working with animals and some administrative abilities.
Innovation-team	200 Govt St	Weekdays 9:00 am to 5:00 pm	Working with multiple internal and external stake holders to improve and enhance the City of Mobile	1	Team work/design thinking concepts/data/graphics/multiple other skills/



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

Motor Pool	745 S. Broad Street	Weekdays 7:00 am - 4:30 pm	The Motor Pool tracks and replace motorized vehicles and equipment for the City of Mobile, schedule and detail travel vehicle for city employees.	2	The youth will be doing a variety of duties such as typing, filing, detailing vehicles, picking up trash on and around the compound, preparing vehicles and equipment for auction, asseting vehicles and equipment, etc. The skills the intern will acquire is learning general office skills, customer service skills, vehicle detailing and minor maintenance practices.
Equipment Services	770 Gayle Street, Mobile, AL 36604	Weekdays 6:00 am to 3:00 pm	Litter & Recycling, Repair Shop for City Vehicles	30	Litter & recycling, clean up of work areas in repair shop
Mobile Fire Rescue Department	701 St Francis St	Weekdays 7:00 am to 4:00 pm	Fire-Rescue	6	Working in several divisions to include Training, Admin, Supply, Communications, EMS, and Fire Operations. Will give them a good understanding of what the department does and what is necessary to become a Firefighter. Will NOT respond on emergency calls. May participate in hydrant or alarm inspections.
Engineering & Development - REAM Department	Govt Plaza - 5th floor (but may also be at Public Buildings on Owen Street)	Weekdays 7:00 am - 4:00 pm	If there are interns that are interested in HVAC or Facilities Maintenance, Brad has departments under him that can support an intern this summer.	1	Maintenance and facilities management work such as carpentry, mechanical systems (HVAC) and overall facility improvements. Ride along on projects and building work.
Neighborhood Development	Multiple, including local non-profits funded through CDBG	Weekdays 8:00 am- 5:00 pm	HUD funded public services and housing assistance	30	Available positions are 1 with Community and Housing Development, 1 with Municipal Enforcement, and 28 to be placed with non-profits that are funded with CDBG. Most will need basic office skills, including phone etiquette and computer ability.



City of Mobile Bid No.5502
Personnel Payroll/Staffing Services

Architectural Engineering	5th Floor Admin Tower, Govt Plaza, 205 Govt Street, Mobile, AL	Weekdays 8:00 am - 5:00 pm	Architectural design and construction oversight for City of Mobile facilities and parks	1	Provide assistance with project recordkeeping, on-site documentation of conditions, and, depending on youth experience with computer programs (AUTOCAD and Excel), possible assistance with drawing production.
Civic Engagement	Govt Plaza 5th Floor	Weekdays 8:00 am- 5:00 pm	Coordination of Arts and Culture/ Special Events and Homeless Initiative	1	Intern will be involved in meetings, development of work plans, working with various agencies in the community. The skills they will learn taking minutes/notes in meetings, development of meeting agendas, scheduling, learning to work with teams, overview or arts and culture and special events in the city.
Parks and Recreation	4851 Sage Avenue	Varies	We maintain all parks in the City and provide recreational opportunities to the citizens of Mobile.	20	Positions at the Tennis Center which will require minimum landscape skills, in our Community Centers which will require the interns to act as camp counselors and positions at park headquarters which will require minimum clerical and computer skills.



Exhibit B Sample Contract

City of Mobile



Project: Personnel Payroll/Staffing Services

AGREEMENT

THIS AGREEMENT (this "Agreement") made and entered into this ____ day of _____, 20__ (the "Effective Date"), by and between THE CITY OF MOBILE, by its Mayor, (hereinafter "City") and _____, (hereinafter "Contractor"), a for profit company organized under the laws of the State of _____.

WHEREAS, the City requires personnel staffing services for the City "Youth Empowered for Success" summer intern program, and

WHEREAS, the City has requested that Contractor provide these services and Contractor has agreed to provide such.

WITNESSETH, that this Contractor and the City, for the considerations stated herein, agree as follows:

ARTICLE 1. Scope of the Work; Term. The location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Contractor's bid submission in response to City of Mobile Bid number 5235, which is attached to this Agreement and incorporated by reference herein. The term of this Agreement shall begin on the Effective Date and shall continue until all tasks associated with the 2019 YES program are complete. The Agreement may be renewed with the consent of both parties for two additional one year program periods, the 2020 program and the 2021 program. The total cost of this agreement shall not exceed \$120,000 per program year.

ARTICLE 2. Insurance: For the term of this Agreement, Contractor shall acquire and maintain, in full force and effect, insurance as required in **Exhibit A**. Evidence of such insurance shall be included as **Exhibit B** to this contract.



ARTICLE 3. Breach of Contract: In the event of any breach or apparent breach by Vendor of any of its obligations under the terms of this Agreement, if Contractor fails to cure such breach within ten (10) days of written notice from the City of such breach, the City has the right to terminate the Agreement and pay only for Services successfully performed. In the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation. In the event of any breach by the City of any of its obligations under the terms of this Agreement, if the City fails to cure such breach within ten (10) days of written notice from Contractor, the Contractor has the right to terminate the Agreement.

ARTICLE 4. Indemnification: Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees (collectively, the "City Indemnitees"), whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) (collectively, "Claims") arising in any way out of the Contractor's negligence or willful misconduct in the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable, except to the extent that such Claims arise out of the City Indemnitees' negligence or willful misconduct. This section is not, as to third parties or to anyone, a waiver of any defense or immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising under this Agreement.

ARTICLE 5. Entire Agreement: This Agreement, including the Exhibits hereto, is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

ARTICLE 6. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Alabama, and the venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama. Both parties agree to waive any right to have a jury participate in the resolution of the dispute or claim, whether sounding in contract, tort or otherwise, between any of the parties or any of their respective affiliates arising out of, connected with, related to or incidental to this Agreement to the fullest extent permitted by law.

ARTICLE 7. Licenses, permits, etc.: Vendor 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. At a minimum, Contractor



will maintain a City of Mobile Business License and a certificate of qualification to transact business in Alabama, in addition to requirements of Exhibit A.

ARTICLE 8. No Agency Relationship Created: 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 Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

ARTICLE 9. Nondiscrimination: Contractor shall abide by provisions of the Mobile City Code which prohibits discrimination in employment by Contractors and subcontractors performing work for the City.

ARTICLE 10. Method of Payment: Contractor shall be paid in arrears for services rendered, within thirty (30) days of the City's receipt of Contractor's invoice. Vendor shall submit electronic copies of invoices as directed separately by the City. The City will remit payment for such invoices upon satisfactory completion of service, as verified by the Director, City of Mobile YES Program. Inquiries regarding payment may be made to the Accounting Department, City of Mobile, P.O. Box 1827, Mobile, AL 36633.

ARTICLE 11. Termination of Contract: Either party may terminate the Agreement if the other party defaults in the material performance of any of its obligations under this Agreement and does not cure such default within thirty (30) days' written notice from the other party. Notice from the City shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed to City Attorney, City of Mobile, P.O. Box 1827, Mobile, AL 36633. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of this Agreement.

ARTICLE 12. Assertion of Rights: Failure by the City to assert a right or remedy shall not be construed as a waiver of that right or remedy.

ARTICLE 13. Notices. Notice for the City shall be mailed to:
City Attorney
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Vendor shall be mailed to:

ARTICLE 14. 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.

ARTICLE 15. 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.

ARTICLE 16. Signatures:

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with full authority, and the Contractor by such duly authorized officers or individuals as may be required by law.

CONTRACTOR,

_____, Its _____ (title)
On behalf of Contractor

Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A Contractor City of Mobile Bid Submission
EXHIBIT B Certificate of Insurance



EXHIBIT C BID SUBMISSION FORM

PLEASE COMPLETE THE BELOW TWO PAGES AND SUBMIT AS YOUR BID

Business Entity ID Number, Alabama Secretary of State Office _____

City of Mobile Business License Number _____

Federal E-Verify Enrollment Number _____

Alabama Department of Labor, Child Labor Certificate No. _____

City will need insurance documentation for contract. Can Contractor provide Certificate of Insurance meeting City coverage requirements 5 business days after notification? YES _____ NO _____

City requires Contractor to have at least 5 years of experience in providing exceptional payroll and staffing services for Government and public institutions. Does Contractor have the minimum required experience? YES _____ NO _____

Please provide at least two customers for whom you have provided this service:

Name	Location	Dates
------	----------	-------

Name	Location	Dates
------	----------	-------

City requires Contractor to have the capacity and expertise to manage simultaneously the payroll services for up to 150 summer interns during June and July, 2021, and flexible numbers and duration of payroll support for interns throughout the year? . Does Contractor have this capacity to perform these services? YES _____ NO _____

City requires Contractor to use secure, web-based payroll administration software for access by Interns (employees) and the City for enrollment, hourly tracking, and management. Does Contractor use such software? YES _____ NO _____

Please provide the name of the software product(s) you use: _____

City requires Contractor to observe appropriate internal security in handling sensitive personnel information. Does Contractor hold a current, clean SSAE SOC 1, Type 2, or SSAE SOC 2 report?

YES _____ NO _____

If not, what other assurance of software and process security can the Contractor provide?

Please provide any clarification or exception to your answers (use additional pages if needed).



Please state your BID percentage markup here: _____%

Please calculate and write below your total hourly rate based on your BID markup, assuming the City directs \$7.25 as the hourly Intern pay:

PLEASE SIGN YOUR BID BELOW. UNSIGNED BIDS WILL NOT BE CONSIDERED.

Attest: I have read and understood the requirements stated by the City in this Bid package. I certify that all representations I have made herein are true and accurate. I have authority to make representations and sign bid documents on behalf of this Bidder.

Signature

Date

Your Printed Name & Title

Official Corporate Name

Bidder's Point of Contact (Name, Email, Phone, Mailing Address) for this Bid:



Additional Terms Relating to Purchases with Federal Grant Awards

1, FEDERAL GRANT FUNDING. This procurement may be funded in whole or part with federal grant funds.

2. LOCAL VENDOR PREFERENCE. No local vendor preference will be considered or granted in evaluating bids which are funded in whole or part by federal grant awards.

3. 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.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award 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 bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("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 bid awardee, 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 bid awardee 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 bid awardee in default of its obligation under the bid award:

(i) the bid awardee 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 bid awardee;

(ii) the City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

(iii) the bid awardee fails to make substantial and timely progress toward performance



of the bid requirements;

(iv) the bid awardee 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 bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee 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 bid awardee 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 bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. 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 bid awardee, 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 bid awardee. Following termination upon notice, the bid awardee 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 bid awardee 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 bid awardee'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 bid awardee 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 bid awardee;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product by the bid awardee 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 bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

(a) Bid awardee (or "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 bid awardee 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.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee 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).

7. CLEAN AIR/ CLEAN WATER STATEMENT (for bids over \$100k)

Bid awardee 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. Bid awardee will immediately notify the City of the receipt of any communication indicating that any of bid awardee's facilities are under consideration to be listed on the EPA List of Violating Facilities.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City individual before the bid due date. This type of protest would include, among others, any claim that the solicitation contained exclusionary or discriminatory specifications or conditions, any challenge to the basis of award, any claim that the solicitation documents or the solicitation process violated applicable federal or state law, or any claim that City of Mobile failed to follow the material terms of the solicitation process in the bid. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award, but prior to actual award. All protests shall include the following information:

(i) The name, address, and telephone number of the protestor;

(ii) The signature of the protestor or an authorized representative of the protestor;

(iii) Identification of the bid being protested;

(iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents:

(v) The form of relief requested

(b) The City Purchasing Agent will provide a written response to the protest within 14 calendar days from receipt of the protest.

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney



must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. 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.

10. 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.

11. ADDITIONAL PROVISIONS RELATING TO FEDERAL HOUSING AWARDS: Should HUD funds be utilized, compliance with Section 3 of the Housing Act will also apply when appropriate.



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

Purpose and Scope of Project:

To accept professional service contract with Zeke-Trice, LLC dba Rowe Engineering & Surveying for an ALTA/NSPS Land Title Survey of Property

Amount of Contract:

17,450.00

Funding Source

Project # C0554 - Survey of Property South of Magnolia Golf Course

Discretionary Funds

Project String C0554 - (20002000-42200)

Contract Number:3136

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Christensen, Brad	Approved	2/11/2021 - 1:08 PM
Capital	Hollins, Tiffany	Approved	2/11/2021 - 1:33 PM
Legal	Kern, Chris	Approved	2/11/2021 - 3:47 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 9:34 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Authorize the Mayor to apply, accept, and receive, if awarded, a grant in the amount of \$5,183,996.70 in support of the FY 2020 Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program, from the Department of Homeland Security, Federal Emergency Management Agency (FEMA). There is no cost match.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds \$5,183,996.70

Matching Funds 0

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/18/2021 - 11:22 AM
Legal Kern, Chris	Approved	2/18/2021 - 2:04 PM
Legal Kern, Chris	Approved	2/18/2021 - 2:05 PM
Mayors Office Barber, James	Approved	2/18/2021 - 3:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

Mayor William S. Stimpson

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	2/18/2021 - 12:35 PM
Legal	Kern, Chris	Approved	2/18/2021 - 2:06 PM
Mayors Office	Barber, James	Approved	2/18/2021 - 3:16 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH LANDSCAPING AND BEAUTIFICATION OF THE FRONT ENTRANCE

Amount of Contract:

\$5,500.00

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
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/17/2021 - 10:26 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP COVER THE UTILITY COST ASSOCIATED WITH THE COMMON AREAS IN THE SOUTHRIDGE SUBDIVISION

Amount of Contract:

\$1,400.00

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
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/17/2021 - 10:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER BESS RICH

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH BUYING SUPPLIES FOR MAKING HANDMADE QUILTS FOR OUR VETERANS TO THANK THEM FOR THEIR SERVICE TO OUR COUNTRY

Amount of Contract:

\$1,250.00

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
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/17/2021 - 10:52 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH UPGRADING THE FRONT ENTRANCES OF THE NEIGHBORHOOD BY ADDING LIGHTS TO THE MARQUIS AT EACH ENTRANCE

Amount of Contract:

\$10,000.00

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
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/17/2021 - 10:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/23/2021

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

2/22/2021 - 9:04
AM