



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, February 18, 2020, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Pastor Gregory A. West, Rehoboth Baptist Church

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

February 11, 2020

7. COMMUNICATIONS FROM THE MAYOR

8. ADOPTION OF THE AGENDA

Request of Catherine North for a waiver of the Noise Ordinance in Cathedral Square on March 19, 2020, from 5:30 p.m.-8:30 p.m. (District 2).

Request of Vidal Clark for a waiver of the Noise Ordinance at 258 Dauphin Street on February 23, 2020, from 3:00-10:00 p.m. (District 2).

Request of Vicki Crawford, 964 Montgomery Street, for a waiver of the Noise Ordinance on February 22, 2020, from 2:00-6:00 p.m. (District 2).

9. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Margo Gilbert & Kent Blackinton

David Clark

Antonio M. Maiben

Robert E. Lambert, II

Ebony M. Simon

Kendra L. Evans

10. ORDINANCES HELD OVER

38-003 Ordinance to amend and restate Chapter 38, Article II of the City Code providing for the appointment and qualification of municipal judges (sponsored by City Council) (submitted by Wanda Cochran, Council Attorney).

64-004 Rezone property located at 2989 Dauphin Street (south side of Dauphin Street, 200' east of Sage Avenue) from B-2 to LB-2 (District 1).

64-005 Rezone property located at 2955 Dauphin Street (southeast corner of Dauphin Street and South Sage Avenue) from B-2 and LB-2 to LB-2 (District 1).

11. CIP RESOLUTIONS HELD OVER

21-121 Authorize contract with AECOM Technical Services, Inc., for St. Stephens Rd. Street Restoration (surveying & prelim design) (St. Stephens Road from Ann Street to Craft Highway), \$99,950.00 (sponsored by Mayor William S. Stimpson and Councilmen Levon Manzie & Frederick D. Richardson, Jr.) (submitted by Nick Amberger, Engineering Department)

12. RESOLUTIONS HELD OVER

60-093 Establish the compensation of Municipal Court Judges (sponsored by City Council) (submitted by Wanda Cochran, Council Attorney).

08-122 Approve purchase order to Lytx, Inc., for annual subscription for 50 drivecams, \$19,894.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-123 Approve purchase order to E-Builder, Inc., for annual software license, \$55,574.36 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-124 Approve purchase order to J&R Systems Integrators, LLC, for 16 LPR Cameras, \$16,304.32 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-125 Approve purchase order to J&R Systems Integrators, LLC, for 16 surveillance cameras, \$65,628.38 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-126 Approve purchase order to Alabama Correctional Industries for furniture for Police Admin. Services, \$16,917.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-127 Approve purchase order to Bagby & Russell Electrical Co., Inc, for work order to provide/install 100 LED fixtures, junction boxes, etc., \$129,025.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-128 Approve purchase order to Syntech Systems, Inc., for extended maintenance plan for Fuelmaster fuel control system, \$16,637.50 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-129 Approve purchase order to Southern Lighting & Traffic Systems for 24 LED light fixtures, \$19,128.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

35-130 Authorization for Assignment, Assumption and Amendment of Lease between TekLinks, the City of Mobile, and Grebe LLC for office space located at 455 St. Louis St. for the Cyber Division-MPD (sponsored by Mayor Stimpson) (submitted by Carleen Stout Clark, Real Estate Department).

60-132 Approve offering 1350 West Montlimar Drive for sale (sponsored by Mayor Stimpson & Councilmember Daves) (submitted by Carleen Stout-Clark, Real Estate Department).

60-133 Approve offering 2318 St. Stephens Rd. for sale (sponsored by Mayor Stimpson & Councilmember Richardson) (submitted by Carleen Stout-Clark, Real Estate Department).

60-134 Approve Settlement Agreement and Release of Claims - Doris Baker (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, Legal Department).

60-138 Resolution appointing The Atchison Firm, P.C. to provide legal services to the City Council (sponsored by Councilmembers Manzie, Daves & Gregory).

13. CONSENT RESOLUTIONS BEING INTRODUCED

03-139 Re-Appoint Frank McMillion to the City of Mobile Citizens Budget and Finance Advisory Committee (sponsored by Councilmember Small) (submitted by Lisa C. Lambert, City Clerk).

09-140 Transfer \$250.00 from District 7 Discretionary Account to the Parks & Recreation Department for the Hillsdale Annual Mardi Gras Parade (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Department).

37-141 Recommend approval to the ABC Board for issuance of a Special Events Retail license for 2020 Callaghan's St. Patrick's Day Celebration, 250 Marine Street (sponsored by Councilmember Manzie).

37-142 Recommend approval to the ABC Board for issuance of a Lounge

Retail Liquor Class I license for D Spot Daiquiri and Grill, 5441 Highway 90 West, Unit 1/2 (sponsored by Councilmember Williams).

37-143 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) license for Dollar General Store 724, 5768 Three Notch Road (sponsored by Councilmember Williams).

37-144 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) license for Leeon Convenience Store, 750 Holcombe Avenue, Suite A (sponsored by Councilmember Daves).

37-145 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class II (Package Store) license for Leeon Package Store, 750 Holcombe Avenue, Suite B (sponsored by Councilmember Daves).

37-146 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License for Poindexter's, 5955 Old Shell Road (sponsored by Councilmember Rich).

58-147 Authorize removal of weeds, Group #1603

60-148 Approve award of special bonus to the Officer of the Month, Noah Anderson (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

60-149 Approve award of special bonus to the Firefighter of the Month, Fire Service Captain Michael S. Chestang (sponsored by Mayor Stimpson) (submitted by Chief Sealy, MFRD).

60-150 Determine donation to the League of Women Voters of Mobile for their Women's Centennial March serves a public purpose and approve payment, \$3,000.00 (sponsored by Councilmembers Richardson, Manzie, Small, Daves, Rich & Gregory) (submitted by Rebecca Christian, Accounting Department).

60-151 Determine contribution to the Bay Area Women's Coalition for the Trinity Gardens Annual Black Heritage Parade serves a public purpose and approve payment, \$2,000.00 (sponsored by Councilmember Richardson) (submitted by Rebecca Christian, Accounting Department).

14. CIP RESOLUTIONS BEING INTRODUCED

21-152 Authorize contract with Harris Contracting Services, Inc. for Kidd Park - Athletic Field Lighting, \$58,329.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-153 Authorize contract with Sawgrass Consulting, LLC to perform engineering design and construction inspection services for CIP Resurfacing City Wide, \$435,510.00 (sponsored by Mayor William S. Stimpson and

Councilperson(s) Frederick D. Richardson, Jr., Levon C. Manzie, C.J. Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory) (submitted by Nick Amberger, Engineering Department)

15. RESOLUTIONS BEING INTRODUCED

08-154 Approve purchase orders for auto parts & janitorial supplies (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-155 Approve purchase order Chevrolet Tahoe SUV, \$44,171.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

08-156 Approve purchase order for Chevrolet Tahoe SUV, \$38,275.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Department).

21-157 Authorize contract amendment with Neel-Schaffer for environmental services for Storm Water Management, to increase contract amount NTE \$360,00.00 and extend contract through January 31, 2021 (sponsored by Mayor William S. Stimpson) (submitted by Nick Amberger, Engineering Department).

21-158 Authorize contract with Watkins Acy Strunk Design, Inc. for Ladd-Peebles Stadium - Walking Trail, \$16,000.00 (sponsored by Councilmember Manzie and Mayor Stimpson) (submitted by Kimberly Harden, Architectural Engineering Department).

21-159 Authorize contract for MFRD Medical Exam Screening Services with Life Scan Wellness Centers, NTE \$250,000 per year (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

16. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/18/2020 - 9:46
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:09 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:13 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:20 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/14/2020 - 8:24
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

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Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/14/2020 - 8:24
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Funding Source

Project #

Discretionary Funds

Project String

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Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

2/13/2020 -
10:21 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:22 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:24 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 -
10:39 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

1/24/2020 -
11:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

1/9/2020 - 2:36
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

1/9/2020 - 2:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmen Levon Manzie & Frederick D. Richardson, Jr.

Purpose and Scope of Project:

To accept the contract with AECOM Technical Services, Inc.

Amount of Contract:

\$99,950.00

Funding Source

Project # C0415

Project String 20002000.48020

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

Grant Funds

Discretionary Funds

Contract Number:2632

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	1/30/2020 - 2:44 PM
Capital	Hollins, Tiffany	Approved	1/30/2020 - 4:58 PM
Legal	Hill, Ashton	Approved	2/3/2020 - 1:52 PM
Mayors Office	Wesch, Paul	Approved	2/5/2020 - 10:58 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

1/24/2020 -
11:11 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition as Purchase order for drivecam subscription

Amount of Contract:

\$19,894.00

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 1:54 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve requisition for issuance as PO to E-Builder.

Amount of Contract:

\$55,574.36

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve requisition for approval as a PO to J&R Systems Integrators.

Amount of Contract:

\$16,304.32

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

Approve Requisition for issuance as Purchase Order to J&R Systems Integrators.

Amount of Contract:

\$65,628.38

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Alabama Correctional Industries.

Amount of Contract:

\$16,917.00

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Bagby & Russell Co Inc.

Amount of Contract:

\$129,025.00

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Syn-Tech Systems Inc.

Amount of Contract:

\$16,637.50

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:22 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve Requisition for issuance as Purchase Order to Southern Lighting & Traffic Systems.

Amount of Contract:

\$19,128.00

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
Mayors Office Wesch, Paul	Approved	2/6/2020 - 3:21 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Carleen Stout Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Levon Manzie.

Purpose and Scope of Project:

Resolution for Assignment, Assumption and Amendment of Lease between TekLinks, the City of Mobile, and Grebe LLC for office space located at 455 St. Louis St. for the use of the Cyber Division of the Mobile Police Department.

Amount of Contract:

\$4,291.76 per month

Effective Date of Contract:

3/1/2020

Renewal Date of Contract:

9/1/2022

Funding Source

Project #

Project String 10041545.49030 Lease Account
Budget

Discretionary Funds

Contract Number:

Budget Amendment **REDUCE** **INCREASE** to \$4,720.93 per month after renewal.

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Lease Assumption	Exhibit	2/5/2020
Original Lease from Teklinks to Grebe LLC	Exhibit	2/5/2020

Routing Forms

Exhibit

2/5/2020

REVIEWERS:

Department Reviewer		Action	Date
Real Estate Melton, Michelle		Approved	2/5/2020 - 5:21 PM
Accounting Daniels, Bettye		Approved	2/6/2020 - 10:25 AM
Legal	Kern, Chris	Approved	2/6/2020 - 1:28 PM
Legal	Kern, Chris	Approved	2/6/2020 - 1:29 PM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 1:54 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson and Councilmember Levon Manzie

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, the Assignment, Assumption, and Amendment of Lease by and between TekLinks, Inc., a Delaware Corporation (“Assignor”), City of Mobile, a municipal corporation (“Assignee”), and Grebe, LLC, an Alabama limited liability company (the “Landlord”), to lease approximately 2,771 square feet located on the second floor within the two story building known as "The Buick Building" located at 455 St. Louis Street, as outlined in the Lease Agreement attached hereto and made a part hereof as though set forth in full. A copy of said Memorandum of Understanding is on file in the office of the City Clerk.

Adopted:

City Clerk

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE

This **ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LEASE** ("Assignment"), is made as of this ____ day of February, 2020 (the "Effective Date"), by and between TekLinks, Inc., a Delaware corporation ("Assignor"), City of Mobile, a municipal corporation ("Assignee"), and Grebe, L.L.C., an Alabama limited liability company (the "Landlord") (Assignor, Assignee, and Landlord, each a "Party" and collectively, the "Parties").

Recitals

WHEREAS, Assignor and Landlord entered into that certain Lease Agreement, dated on or around the 5th day of May, 2017 (the "Lease"), in which the Assignor leased 2,771 square feet of office space located at 455 St. Louis Street Mobile, AL 36602; commonly referred to as "The Buick Building"; and

WHEREAS, Landlord has agreed to consent to the assignment of the Lease, and concurrently therewith, amend the Lease as set forth herein to better reflect and accommodate Assignee's intended use.

NOW THEREFORE, for the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Assignment.** As of the date hereof, Assignor hereby transfers and assigns to Assignee, its successors and assigns, all of Assignor's right, title, estate and interest in and to the remainder of the initial five year term of Lease, and Assignee hereby assumes all of Assignor's right, title, estate and interest in and to the same. The Parties acknowledge that the Assignor declined its right to exercise the renewal option in the Lease, which is no longer applicable. The Landlord hereby consents to the assignment of the Lease to Assignee as set forth herein. Landlord hereby releases Assignor from all obligations and liabilities under the Lease that accrue on or mature after the Effective Date.
2. **Indemnification.** Assignor shall indemnify, protect, defend and save Assignee harmless from and against any and all claims, actions, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) with respect to (i) any obligations, liabilities, matters or occurrences related to, arising out of or connected with the Lease to the extent that the same accrued or occurred before the Effective Date; and (ii) any material breach of any representation or warranty made by Assignor in this Assignment. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date.
3. **Assumption.** From and after the Effective Date, Assignee hereby accepts and assumes Assignor's obligations under the Lease to the extent such obligations first accrue or mature and are required to be performed from and after the Effective Date. Assignee shall not assume any of Assignor's obligations or liabilities under the Lease that accrued or matured prior to the Effective Date. Provided further, however, that neither this Assignment, Assumption and Amendment of Lease nor any other part thereof, shall be deemed to constitute, either as to the Assignor and/or third parties, a waiver of any statutory damages caps set forth in Sections 11-47-190 and 11-93-2,

Code of Alabama (1975), as the same may be amended from time to time and in any other statutes and case law otherwise available to the Assignee which may be raised on Assignor's (but not Landlord's) behalf in any action or proceeding arising out of the use of the Premises or otherwise pursuant to this Assignment, Assumption and Amendment of Lease. Assignor (but not Landlord) specifically acknowledges that Assignee does not waive any immunity defenses or the applicability of the statutory damages cap. All representations, warranties and indemnities set forth in this Section shall survive the Effective Date.

4. Address of Assignee. Section 1.2 and 1.2.1 of the Lease Agreement is amended to reflect:

City of Mobile, Real Estate Officer
205 Government Street, 4th Floor
Mobile, AL 36602

5. Use Provision. Section 1.8 of the Lease Agreement remains in effect and only the Assignee's use language is amended to reflect Assignee's office use and other related uses in connection with government functions for Cyber-Tech Task Force unit of the City of Mobile Police Department; PROVIDED, in no event shall Assignee bring onto or within (or allow to be brought onto or within) the Office Complex, the Building or the Premises any arrestee, any prisoner, any detainee, any suspect or any person in handcuffs or similar restraints. In no event shall Assignee use the Premises for (or allow the Premises to be used for) interrogation or questioning.

6. Rent. Section 1.9 of the Lease Agreement outlines monthly Base Rent payments, in which Assignee will begin paying on March 1, 2020, as follows:

March 1, 2020 – August 31, 2022 \$4,291.76 per month

September 1, 2022 – August 31, 2027 \$4,720.93 per month

7. Security Deposit. Under Section 1.10 of the Lease Agreement, Assignor's rights in and to the existing security deposit retained by Landlord in the amount of \$4,291.76 are transferred to Assignee (but shall continue to be held by Landlord as a security deposit pursuant to the terms of the Lease), and no additional sums are due to be paid to Landlord as a security deposit, subject to the terms of the Lease if the current security deposit is later forfeited. Assignee shall pay Assignor \$4,291.76 on the Effective Date to reimburse Assignor for the security deposit.

8. Further Assurances. Assignor and Assignee shall, prior to, at, and after the Effective Date, execute and deliver to the other any further instruments of conveyance, assignment, or transfer as may be necessary to effect the purposes of this Assignment.

10. Modification; Successors and Assigns. This Assignment may be modified only in writing, signed by each of the Parties hereto, or their respective successors and assigns, and shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

11. Miscellaneous. Each Party represents and warrants to the other that it has the requisite authority to enter into this Assignment, it has obtained any and all requisite approvals and consents needed to enter into this Assignment, and that this Assignment is binding upon itself. Except as expressly modified by the terms and conditions stated in this Assignment, the terms and conditions of the Lease shall remain unchanged, and the Lease, in addition to each and every corresponding amendment, was executed and entered into with the requisite authority required by Alabama law. To the extent that any of the terms and conditions of this Assignment conflict with the terms and conditions of the Lease Agreement, the terms and conditions of this Assignment shall prevail. This Assignment shall not be effective until it has been validly authorized, approved and executed by Assignee.

12. Counterparts. This Assignment may be executed in multiple identical counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first set forth above.

ASSIGNOR: TekLinks, Inc., a Delaware corporation

By: Brian N. Jones
Name: Brian N. Jones
Its: Sr. VP of Finance

WITNESS:
[Signature]

ASSIGNEE:

CITY OF MOBILE, ALABAMA, a municipal corporation

By: _____
William S. Stimpson
Its: Mayor

ATTEST:

Lisa C. Lambert
Its: City Clerk

Landlord:

Grebe, LLC, a Alabama limited liability company

By: [Signature]
Name: Robert J. Whitford
Its: Member

WITNESS:
[Signature]

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 5 day of ^{May} April, 2017 (the "Effective Date"), by and between "Landlord" (as such term is defined in Section 1.1 hereof) and "Tenant" (as such term is defined in Section 1.2 hereof). Landlord does hereby lease to Tenant and Tenant hereby leases from Landlord the "Premises" (as such term is defined in Section 1.3 hereof) located in the "Building" (as such term is defined in Section 1.4 hereof), subject to the terms, covenants and conditions herein set forth.

1.0 SUMMARY OF BASIC LEASE PROVISIONS.

1.1. LANDLORD.

Grebe, LLC,
an Alabama limited liability company

1.1.1. ADDRESS OF LANDLORD.

451 St. Louis Street
Mobile, Alabama 36602

1.2 TENANT.

TekLinks, Inc., a Delaware corporation

1.2.1 ADDRESS OF TENANT.

201 Summit Parkway
Birmingham, AL 35209

1.3 PREMISES.

The "Premises" shall be defined as that certain space reflected as the area shown on **Exhibit A** attached hereto as Suite , having a floor area of approximately two thousand five hundred nineteen (2,519) square feet of "useable space" and located on the Second (2nd) floor within the Building. Such area and other areas within the Building (and Base Rent set forth below) is subject to final measurement per BOMA standards upon completion of Landlord's Work, and shall be rounded off to the nearest square foot.

1.4 BUILDING: BUILDING COMPLEX.

The "Building" shall be that certain two story building known as "The Buick Building" located at 451 and 455 St. Louis Street, Mobile, Alabama, and the "Building Complex" shall mean the Building, land and other improvements thereon as shown on the site plan attached hereto as **Exhibit A-2** and legally described on **Exhibit A-1** hereto. The Building consists of the original Buick Building located at 455 St. Louis Street (the "Original Buick Building") and an addition thereto located at 451 St. Louis Street (the "Buick Building Addition"). The entire Buick Building Addition is currently leased to Rogers & Willard, Inc.

1.5 LEASE TERM/LEASE YEAR; OPTION.

The initial "Lease Term" shall be five (5) Lease Years (as such term is defined hereinbelow) and shall commence on the Commencement Date (as such term is defined in Section 1.6.2 hereof), and "Lease Term" shall include the renewal term if exercised by Tenant. The term "Lease Year" shall mean a period of twelve (12) consecutive full calendar months commencing on the Commencement Date. If the Commencement Date is not the first day of a calendar month, then the first Lease Year shall consist of the first twelve (12) consecutive full calendar months of this Lease plus the remaining calendar days in the month in which the Commencement Date occurs. Each succeeding Lease Year shall commence upon the first day of the calendar month coinciding with or following the anniversary date of the Commencement Date of the Lease Term. If the Lease Term expires on a date not at the end of a full Lease Year, the period of time following the final full Lease Year shall be defined to be a "Partial Lease Year". Tenant shall have the option to extend the Lease Term for one (1) additional term of five (5) years, on the same terms and conditions set forth herein, except that the Base Rent for the renewal term shall be increased as set forth in Section 1.9 below. Tenant shall exercise such renewal term by written notice to Landlord at least one hundred eighty (180) days prior to the end of the initial term (the "Option Deadline").

1.6 DELIVERY DATE/COMMENCEMENT DATE.

1.6.1 DELIVERY DATE.

The "Delivery Date" shall be the date Landlord delivers the Premises to Tenant with Landlord's Work (as such term is defined in **Exhibit B** attached hereto) substantially completed and a certificate of occupancy or temporary certificate of occupancy is issued for the Premises.

1.6.2 COMMENCEMENT DATE.

The "Commencement Date" shall be the date which is thirty (30) days following the Delivery Date.

1.7 ESTIMATED COMPLETION DATE.

Subject to force majeure and delays caused by Tenant, including delays in connection with the Final Plans (as defined on Exhibit B) and approval of same by the City of Mobile for construction, Landlord will complete Landlord's Work and deliver the Premises to Tenant no later than July 31, 2017.

1.8 USE.

Tenant shall use the Premises only for office space and related uses and for no other use or purpose without the signed written consent of Landlord, which will not be unreasonably withheld, provided Tenant's use of the Premises (including any assignee and/or subtenant of Tenant) is subject to the following restriction in Landlord's lease with Rural Sourcing, Inc. ("RSI"):

During the term of this Lease, provided [RSI] is in compliance with this Lease and in occupancy of and operating from the Premises, Landlord shall not lease any space within the Building, without [RSI's] consent, to any of the following five (5) companies: TEK Systems, Computer Programs and Systems, Inc., Software Sophisticated, Inc., UST Global and Computer Technology Solutions. At the end of Lease Year 5, [RSI] shall be entitled to substitute one or more companies for one or more of said original 5 companies, provided (i) Landlord has not already signed or is then negotiating a lease or letter of intent with any such new/substitute company, (ii) Landlord consents to such substituted company which consent shall not be unreasonably withheld, and (iii) the list of such "direct competitors" shall not contain more than five (5) companies, and Landlord shall be free and authorized to lease space to any company so removed from the list.

Tenant's use of the Premises (including any assignee and/or subtenant of Tenant) is further subject to the following restriction in Landlord's lease with Rogers & Willard, Inc. ("R&W"):

Landlord shall not, without [R&W's] prior written consent which may be withheld in [R&W's] absolute and sole discretion, lease any part of, or allow any person or business to occupy any part of, the Building Complex (other than R&W) for use as a construction contractor or for any use in, involving or relating to the construction business.

Tenant agrees not to violate, and no assignee or subtenant of Tenant shall violate, the above restrictions in said RSI lease and/or R&W lease.

1.9 RENT.

The parties acknowledge that Tenant's Premises (Suite ____) shall have a floor area of approximately 2,519 square feet, which is Tenant's "Useable Space" and Tenant shall have exclusive possession of same. However, Tenant shall pay "Base Rent" based on Tenant's "Rentable Space" which consists of Tenant's Useable Space (2,519 square feet) multiplied by a "load factor" of approximately 1.10 for the common areas on the 2nd floor, resulting in "Rentable Space" of 2,771 square feet for Tenant. Accordingly, Tenant's "Base Rent" shall be based on 2,771 square feet of "Rentable Space" as follows:

TERM	PER SQUARE FOOT	MONTHLY BASE RENT	ANNUAL BASE RENT
Lease Years 1-5	\$18.50	\$4,291.76	\$51,501.12
Lease Years 6-10	\$20.35	\$4,720.93	\$56,651.16

1.10 SECURITY DEPOSIT.

On the date hereof, Tenant is delivering to Landlord the sum of \$4,291.76, as a Security Deposit to secure Tenant's obligations hereunder, as set forth in Section 30 herein.

1.11 BROKERS.

1.11.1 LANDLORD'S BROKER.

"Landlord's Broker" is Milling Commercial Realty. Landlord agrees to pay a leasing commission to Landlord's Broker pursuant to a separate agreement between Landlord and Landlord's Broker.

1.11.2 TENANT'S BROKER.

"Tenant's Broker" is Sandner Commercial Real Estate, Inc., dba Colliers International. Landlord's Broker has agreed to pay part of its leasing commission to Tenant's Broker pursuant to separate agreement between Landlord's Broker and Tenant's Broker.

2.0 TERM/COMMENCEMENT DATE.

2.1. LEASE TERM.

The "Lease Term" and the "Commencement Date" are defined in Sections 1.5 and 1.6 hereof. When the Commencement Date and termination date of the Lease Term have been determined, Landlord and Tenant shall execute and deliver a written statement ("Commencement Date Agreement") specifying therein the Commencement Date and termination date of the Lease Term. In the event Landlord submits to Tenant the Commencement Date Agreement for Tenant's execution and Tenant does not execute and return the same to Landlord within thirty (30) days of Tenant's receipt of the same, then the date Landlord establishes as the Commencement Date shall be conclusively deemed the Commencement Date.

2.2. ACCEPTANCE OF THE PREMISES.

Tenant acknowledges that: (i) the Premises shall be delivered to Tenant in the condition set forth in Exhibit B attached hereto and substantially per the Premises Layout attached hereto as Exhibit B-1; and (ii) it will take possession of the Premises within ten (10) days following the Delivery Date. Except as may otherwise be specifically set forth herein, Landlord shall not be required to make any alterations, improvements or repairs to the Premises or the Building or the Building Complex at any time.

3.0 USE.

Tenant agrees it shall use and occupy the Premises for the use set forth in Section 1.8 hereof and for no other purpose or use.

4.0 RENT.

Tenant covenants and agrees to pay to Landlord, at the address for Landlord set forth in Section 1.1.1 hereof or at such other place designated by Landlord, in lawful United States currency, without notice, demand, deduction or set-off except as expressly provided herein, the following rentals (collectively, the "Rent"), together with any sales, use or other taxes assessed from time to time on the Rent or on the use and occupancy of the Premises:

4.1. BASE RENT.

"Base Rent" is defined in Section 1.9 hereof. The first installment of Base Rent shall be due, in advance, on the Commencement Date. Each subsequent installment shall be due, in advance, on the first day of each month next ensuing after the Commencement Date. Base Rent shall be paid in monthly installments as described in Section 1.9 hereof. If the Commencement Date is other than the first day of a calendar month, Base Rent and Additional Rent for the period from the Commencement Date to the first day of the first full month shall be prorated on a per diem basis and shall be paid on the Commencement Date.

4.2. LATE FEE. If any installment of Base Rent is not paid within five (5) business days after its due date, Tenant shall also pay to Landlord a late fee equal to five percent (5%) of such Base Rent installment.

4.3. ADDITIONAL RENT.

It is the intent of the parties that the Rent payable to Landlord is net of all expenses associated with the operation of the Building Complex and all sales or use taxes imposed on the Rent or otherwise and, accordingly, in addition to all other amounts that may be due pursuant to this Lease, Tenant shall pay as Additional Rent:

4.3.1. TAXES.

Tenant's Pro Rata Share (as such term is defined in Section 4.5 hereof) of the amount of all real and personal property taxes and assessments and all other general and special assessments levied, imposed or assessed upon the Building Complex during each Lease Year (collectively, "Taxes").

4.3.2. INSURANCE.

Tenant's Pro Rata Share of the total cost to Landlord of all fire and extended coverage (including wind), liability coverage, workmen's compensation coverage, environmental liability coverage, business income and extra expense coverage and other insurance coverage carried by Landlord with respect to the Building Complex (collectively, "Insurance").

4.3.3. COMMON AREA AND BUILDING COMPLEX MAINTENANCE.

For the maintenance of (i) the Common Area (as such term is defined Section 5.1 hereof) of the Building Complex Exterior (as such term is defined in Section 5.4 hereof), an amount equal to Tenant's Pro Rata Share

of the Building Complex Operating Costs (as such term is defined in Section 5.4 hereof) applicable to the Building Complex Exterior, and (ii) the Common Area of the Original Buick Building, an amount equal to Tenant's Interior Pro Rata Share (as such term is defined in Section 4.5 hereof) of the Building Complex Operating Costs applicable to just the Original Buick Building. The calendar year shall be the fiscal period for determining the Building Complex Operating Costs.

4.3.4. OTHER ADDITIONAL RENT.

All other sums of money or charges required to be paid by Tenant hereunder, including, but not limited to, and interest charges on past due payments shall be characterized as Additional Rent. Payments of any such amounts shall be due thirty (30) days following Tenant's receipt of Landlord's statement therefor.

4.4. PAYMENT OF ADDITIONAL RENT.

No later than thirty (30) days after the Commencement Date, and thereafter at least once each calendar year, Landlord shall deliver to Tenant a written statement setting forth the monthly installment of Additional Rent that Landlord estimates will be needed to pay in full for that calendar year. If at any time during the calendar year Landlord determines that the initial estimate should be revised so that it will more closely approximate the expected actual Additional Rent, Landlord may revise the initial estimate by delivering to Tenant a subsequent statement. Tenant shall pay Landlord, together with Base Rent, on the first day of each month during this Lease, the monthly installments of estimated Additional Rent as set forth in the last statement received by Tenant. Within ninety (90) days following each calendar year, Landlord shall endeavor to deliver to Tenant a statement of the actual Additional Rent payable by Tenant for the previous calendar period. Landlord's failure to include an item as Additional Rent or to submit statements as called for herein shall not be deemed to be a waiver of Tenant's requirement to pay the sums herein provided. If the total amount of estimated payments paid by Tenant for any calendar period is less than the actual amount payable by Tenant, then Tenant shall pay the balance of Additional Rent in a lump sum within thirty (30) days after Tenant's receipt of Landlord's statement of the actual amount. If the total of the estimated payments is greater than the actual Additional Rent for the same period, then Tenant shall receive a credit against the next due payment(s) of estimated Additional Rent.

4.4.1. PRORATION.

If the first Lease Year commences on any day other than January 1, or if the Lease Term ends on any day other than December 31, any payment due to Landlord by reason of any Additional Rent or estimated installment thereof shall be justly and fairly prorated. This covenant shall survive the expiration or termination of this Lease, if Landlord estimates that Additional Rent will be payable by Tenant at the end of the calendar year and subsequent to Lease expiration.

4.5. TENANT'S PRO RATA SHARE.

Tenant's "Pro Rata Share" shall be the percentage obtained by dividing the square footage of the Premises (2,519) by the square footage of the combined total leasable area of both the Original Buick Building and the Buick Building Addition (33,988). It is estimated Tenant's Pro Rata Share shall be Seven and Four One One Hundredths percent (7.41%). Tenant's "Interior Pro Rata Share" shall be the percentage obtained by dividing the square footage of the Premises (2,519) by the square footage of the total leasable area of the Original Buick Building only (28,010). It is estimated Tenant's Interior Pro Rata Share shall be Eight and Nine Nine One Hundredths percent (8.99%). Tenant's Pro Rata Share and Interior Pro Rata Share are subject to adjustment by Landlord based on the foregoing formula if the leasable area of the Building is diminished by casualty, condemnation or similar takings or other events reducing the leasable area or if the leasable area is increased by additions to the Building or otherwise.

4.6. INTEREST ON PAST DUE AMOUNTS.

Any amount due from Tenant to Landlord hereunder which is not paid within ten (10) days of the date the same is due shall bear interest at the rate (the "Default Rate") of one percent (1.0%) per month (12% per annum) from the due date until paid, but the payment of such interest shall not excuse or cure any default by Tenant under this Lease.

5.0 COMMON AREA.

5.1. USE OF COMMON AREA.

The use and occupancy by Tenant of the Premises shall include the use in common with others entitled thereto of the common areas within the Building Complex, including the Building lobby area(s), stairwell(s), elevator(s), restrooms that are not to be used exclusively by any tenant of the Building, together with the parking lot and such other facilities as may be designated from time to time by Landlord (collectively, the "Common Area"), subject to the assignment by Landlord of specific parking spaces to each tenant in the Building Complex and its customers and employees, as set forth in Section 5.5 below. The parties acknowledge and agree that the Buick Building Addition has no interior Common Area.

5.2. SIDEWALKS/WALKWAYS.

Tenant shall not: (i) encumber or obstruct the sidewalks and/or walkways adjoining the Premises or Building or allow the same to be obstructed or encumbered in any manner; or (ii) place or cause to be placed any

merchandise, signs, vending machines or anything else on any sidewalk, walkway or exterior of the Premises or Building without the prior written consent of Landlord, which consent shall be in Landlord's absolute discretion.

5.3. MODIFICATIONS.

The Common Area is the private property of Landlord and is at all times subject to the unrestricted control of Landlord. Exhibit A-2 sets forth the general layout of the Building Complex and shall not be deemed to be a warranty, representation or agreement on the part of Landlord that the Building Complex will be or is exactly as indicated on said diagram nor that any tenant named thereon is now or will forever be a tenant in the Building Complex. Landlord may increase, reduce or change the number, dimensions or location of the walks, buildings and parking areas in any manner whatsoever that Landlord shall deem proper and reserves the right to make alterations or additions to the building in which the Premises are contained and to add buildings adjoining the same or elsewhere in the Building Complex. If the amount or type of such areas is diminished, increased or otherwise altered, Landlord shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of Rent nor shall the diminution, enlargement or alteration of such areas be deemed constructive or actual eviction; provided, however, Landlord agrees not to make any such alterations or additions if the result of the same would materially and adversely affect the access to the Premises or reduce the number of parking spaces allocated to Tenant under this Section 5.5 below. If the rentable area of the Building Complex or common areas on the 2nd floor changes during the lease term, the load factor in section 1.9 shall be adjusted accordingly.

5.4. COST OF MAINTENANCE.

Tenant shall reimburse Landlord for the Tenant's Pro Rata share of cost of maintenance, operation and administration of all Common Area other than the Common Area located within the Original Buick Building (the "Building Complex Exterior") as set forth in Section 4.3.3 hereof (the parties acknowledge there is no Common Area within the Buick Building Addition), as well as all mechanical, utility and plumbing systems servicing same. Tenant shall reimburse Landlord for Tenant's Interior Pro Rata Share of cost of maintenance, operation and administration of the Common Area within the Original Buick Building, as well as all mechanical, utility and plumbing systems servicing same. The term "Building Complex Operating Costs" shall mean the total costs and expenses incurred in connection with the administration, operation, preventive and corrective maintenance and repair of the Common Area, whether paid to employees of Landlord or to third parties engaged by Landlord, including, without limitation, and by example only: the cost and expense of maintaining, repairing, lighting, signing, cleaning, sweeping, painting, striping and removal of snow, ice, trash and debris from and janitorial service for the Common Area; the cost and expense for all utilities used or consumed in connection with the Common Area; the cost of maintaining, repairing and, if necessary, replacing the mechanical, electrical, utility and plumbing systems servicing the Common Area, including the HVAC and sprinkler system (provided that replacement costs for such systems during the first Lease Year shall be excluded from Building Complex Operating Costs); the cost and expense of maintaining, watering, planting, replanting and replacing flowers, trees, grass, shrubbery and planters; the cost and expense of rental or depreciation of machinery, equipment, fixtures and personal property used in the operation and maintenance of the Common Area and Building Complex; the cost and expense of the repair and, if necessary, replacement of the paving, curbs, walkways, drainage, pipes, conduits, lighting (including bulbs and ballasts) and similar items used in connection with the Common Area; the cost and expense of sanitary sewer and water provided to the Common Area; management fees not to exceed five percent (5%) of Base Rent for the Building Complex; the cost and expense of personnel to implement such services. Notwithstanding the foregoing, the cost and expense of any capital items, as such term is defined by generally accepted accounting principles (GAAP), included in Building Complex Operating Costs shall be amortized on a straight-line basis over the useful life of the item.

5.5 PARKING.

Tenant acknowledges that Landlord contemplates the Building Complex will have sixty nine (69) parking spaces for use by the tenants and occupants of the Building, but Landlord does not guarantee that the Building Complex will have 69 spaces or that there will be sufficient parking spaces within the Building Complex to satisfy Tenant's parking needs beyond Tenant's Parking Allocation. Landlord shall allocate to Tenant five (5) parking spaces at no charge ("Tenant's Parking Allocation"). Landlord reserves the right to designate and assign specific parking spaces to Tenant and the other tenants within the Building Complex

6.0 SIGNS.

Tenant shall be entitled to place a sign panel on the sign directory within the interior of the Original Buick Building, and a sign on the door to the Premises. Except for the foregoing, Tenant shall not place, erect or install any signs on any portion of the Premises or Building or Building Complex nor allow to be erected or installed any signs, printed displays or show window lettering visible from outside the Premises without the prior written approval of Landlord, and Landlord shall have complete authority over size, art work, design, color, taste, text and content of all signs. Any such signs allowed by Landlord shall be maintained in a good and safe condition and appearance by Tenant, at its own expense. Upon the expiration or sooner termination of this Lease, Tenant shall, at its own expense, remove all signage from the Premises and the Building Complex. Tenant shall repair and restore any damage to the Premises and/or Building Complex, either inside or outside, resulting from the erection, maintenance or removal of said signs, and in the event Tenant fails to do so, Landlord may make such repairs or removal which is not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after receipt of written demand thereof by Landlord. The obligations of Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

7.0 IMPROVEMENTS, ALTERATIONS AND REPAIRS.

7.1. IMPROVEMENTS AND ALTERATIONS OF PREMISES BY TENANT.

Tenant shall not at any time during the Lease Term make improvements or alterations to the Premises without the prior written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed (as to non-structural improvements or alterations to the interior of the Premises only), including any painting, or any installation of any cable(s), wiring or other utility lines within the floor, walls or ceiling of the Premises, or anything else requiring puncture or intrusion into the floor, walls or ceiling of the Premises or the exterior walls, roof or foundation of the Building or other Common Areas of the Building. In no event shall Tenant have the right to make any improvements or alterations that affect the structure, structural strength or outward appearance of the Premises or the Building. If Tenant desires to make improvements or alterations, Tenant shall submit to Landlord complete and detailed plans and specifications for approval by Landlord. Any such improvements or alterations shall be done by Rogers & Willard, Inc. or another licensed general contractor selected by Landlord, provided the work is done at then prevailing market rates for such work, and Tenant shall be solely responsible for payment of such costs. If Tenant makes any alterations or improvements without Landlord's consent ("Non-Approved Alterations"), Landlord may, at its option, require Tenant, at Tenant's sole cost and expense, to remove any such Non-Approved Alterations installed within the Premises at the expiration or sooner termination of the Lease Term and to repair any damage to the Premises caused by such removal, and in the event Tenant fails to do so, Landlord may make such repairs or remove such improvements or alterations which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after receipt of written demand thereof by Landlord. Any improvements or alterations made to the Premises shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Lease Term, become the property of Landlord, unless Landlord has demanded Tenant remove the same as provided hereinabove.

The interest of Landlord in the Premises and the Building Complex is not subject to liens for improvements or alterations made by Tenant or as a result of any alterations, improvements or work by Tenant ("Tenant's Work"). Tenant will not create or permit to be created or remain as a result of any action or work done or contracted for by Tenant, any lien, encumbrance or charge levied on account of any imposition of any mechanic's, laborer's or materialman's lien which might be or become a lien, encumbrance or charge upon the Premises, the Building Complex or any part thereof, or the income therefrom, whether or not the same shall have any priority or preference over or ranking on a parity with the estate, rights and interest of Landlord in the Premises or the Building Complex or any part thereof, or the income therefrom, and Tenant will not suffer any other matter or thing whereby the estate, rights and interest of Landlord in the Premises or the Building Complex or any part thereof, might be impaired as the result of Tenant's Work.

If any mechanic's, laborer's or materialman's lien shall at any time be filed against the Premises or the Building Complex or any part thereof, as a result of any action or work done on behalf of or contracted for by Tenant, Tenant, within ten (10) days after notice of the filing thereof, shall cause it to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be so discharged within the period aforesaid, then, in addition to any other right or remedy available to Landlord, Landlord may, but shall not be obligated to, discharge such lien by paying the amount claimed to be due. Any amount so paid by Landlord and all costs, expenses and fees, including, without limitation, reasonable attorneys' fees, incurred by Landlord in connection with any mechanic's, laborer's or materialman's lien, whether or not the same has been discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise, together with interest thereon at the Default Rate from the respective dates of Landlord's making of the payments and incurring of the costs and expenses, shall constitute Additional Rent payable by Tenant to Landlord within ten (10) days after receipt of written demand thereof by Landlord.

Nothing contained in this Lease shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any alteration, addition, improvement or repair to the Premises or the Building Complex or any part thereof, or as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any lien against the Premises or the Building Complex or any part thereof, nor to subject Landlord's estate in the Premises or the Building Complex or any part thereof, to liability in any way under any mechanic's and/or materialman's lien laws of the state in which the Building Complex is located, it being expressly understood that Landlord's estate shall not be subject to any such liability.

7.2. IMPROVEMENTS AND ALTERATIONS BY LANDLORD.

Landlord hereby reserves the right at any time and from time to time during the Lease Term to make any additions, alterations, changes or improvements (including, but not limited to, building additional stories) to the building in which the Premises are contained and to build additional structures adjoining thereto. Landlord also reserves the right to construct other buildings and improvements in the Building Complex from time to time and at any time during the Lease Term; provided, however, Landlord agrees not to make any such alterations or additions if the result of same would materially and adversely affect the access to the Premises or reduce the number of parking spaces allocated to Tenant under Section 5.5 above.

7.3. REPAIRS BY LANDLORD.

Landlord agrees to keep and maintain in good order and repair only the Common Area and the roof, structural components, exterior walls (excluding all signs, doors, windows and glass, including plate glass) and sprinkler systems of the Building. If any such maintenance and repairs are caused in part or in whole by the act, neglect, fault or omission of any duty by Tenant, its agents, contractors or employees, then Tenant shall pay to Landlord the reasonable, actual cost of such maintenance and repairs. Except as may otherwise be expressly retained herein, Landlord hereby gives Tenant exclusive control of the Premises and shall be under no obligation to inspect the Premises. Tenant shall promptly report in writing to Landlord any known defective condition which Landlord is required to repair pursuant to this Section. Tenant's failure to report to Landlord any such known condition or defect shall make Tenant responsible to Landlord for any liabilities, costs, expenses and reasonable attorneys' fees incurred by Landlord as a result of such defect. Landlord shall not be liable for any failure to make such repairs or to perform any maintenance unless such failure shall persist for an unreasonable time after written notice of the need of such repairs or maintenance is given to Landlord by Tenant. Except as herein provided regarding casualty loss, there shall be no abatement of Rent and no liability of Landlord by reason of any injury to or interference with Tenant's business arising from the making of any repairs, alterations or improvements in or to any portion of the Building Complex or the Premises or in or to fixtures, appurtenances and equipment therein. Notwithstanding the foregoing, Landlord shall use commercially reasonable efforts not to disrupt Tenant's business operations.

Notwithstanding anything contained herein to the contrary, in the event Landlord fails to make any repairs required to be made by Landlord within thirty (30) days, or commence to make such repairs within said thirty (30) day period if said repairs cannot be made within said thirty (30) day period, after Landlord's receipt of written notice of the need for such repairs from Tenant, Tenant shall have the right to make such repairs and deduct the reasonable cost thereof from Tenant's next payment of Base Rent or Additional Rent coming due.

7.4. REPAIRS BY TENANT.

Tenant shall, at its own cost and expense, keep and maintain the Premises and appurtenances thereto and every part thereof in good order and repair except those portions of the Premises to be repaired by Landlord pursuant to Section 7.3 hereof. Without limiting the foregoing, Tenant agrees to keep in good order and repair and, if necessary, replace all fixtures within the Premises and/or servicing only the Premises pertaining to heating, air conditioning (including compressors, fans and ducts), ventilation, water, sewer and electrical systems and Tenant shall be liable for any damage to such systems resulting from Tenant's misuse (provided that during the first Lease Year Landlord shall provide and bear the cost of all needed replacements to the HVAC system and other systems installed by Landlord, unless such replacements are needed due to damage caused by Tenant's misuse). Tenant, at its expense, shall obtain a monthly service contract for repairs and maintenance of the heating and air conditioning system that conforms to the warranty requirements of said system. Tenant shall provide Landlord with a current copy of said service contract. Tenant agrees to return the Premises to Landlord at the expiration or sooner termination of this Lease in as good condition and repair as when first received, reasonable wear and tear and damage by fire or other insurable casualty excepted. All damage or injury to the Building, the Premises, or the Common Area caused by the act or negligence of Tenant, its agents, contractors, employees or licensees shall be promptly repaired by Tenant at its sole cost and expense and to the reasonable satisfaction of Landlord. Landlord may make such repairs which are not promptly made by Tenant and charge Tenant for the reasonable cost thereof and Tenant hereby agrees to pay such amounts as Additional Rent hereunder within thirty (30) days after receipt of written demand thereof by Landlord.

8.0 UTILITIES; JANITORIAL.

Tenant shall pay from the date the Premises are delivered to Tenant, the cost of sewer and/or water hook up or tie-in, demand or reservation fees of any kind assessed due to Tenant's specific use of the Premises, including, without limitation, any impact fees or development fees assessed in connection with the Premises, the cost of gas, electricity, fuel, light, heat, power, telephone, cable, trash and garbage removal and all other utilities furnished to the Premises or used by Tenant in connection therewith, and such utility costs shall be determined by separate billing and metering. Tenant shall not install any equipment nor shall Tenant use the Premises in a manner that will exceed or overload the capacity of any utility facilities. If Tenant's use of the Premises shall require additional utility facilities, the same shall be installed only after obtaining Landlord's written approval, which shall not be unreasonably withheld, and shall be installed at Tenant's expense in accordance with plans and specifications approved in writing by Landlord. If Tenant's use or occupancy of the Premises results in an increase to Landlord of any utilities expense or connection or user fees or charges for increased usage or capacity or assessments of any kind whatsoever, Tenant shall pay the entire amount thereof within thirty (30) days after receipt of written demand thereof by Landlord. In no event shall Landlord be liable for any interruption or failure in the supply of utilities to the Premises. Tenant shall also pay for its own janitorial services for the Premises and shall keep the Premises clean, orderly, sanitary and free from objectionable odors and free from insects, vermin, rodents and other pests.

9.0 PERSONAL PROPERTY TAXES.

Tenant shall pay, prior to delinquency, all personal property taxes assessed against or levied upon the Premises and upon its fixtures, signs, furnishings, equipment, leasehold improvements and all other personal property of any kind owned by or used in connection with the Premises by Tenant. In the event any of Tenant's leasehold improvements, equipment, furniture, fixtures or other personal property shall be assessed and taxed with the real property, Tenant shall pay to Landlord the full amount of such taxes applicable to Tenant's property within ten (10) days of Tenant's receipt of a statement

from Landlord setting forth the amount of such taxes applicable to Tenant's property. Landlord maintains the right, but not the obligation, to pay said taxes for the benefit of Tenant and consider the same as Additional Rent due under this Lease.

10.0 INSURANCE.

10.1. TENANT'S INSURANCE.

Tenant shall at all times during the Lease Term maintain in full force and effect the following insurance in the standard form generally in use in the state in which the Building Complex is located, with insurance companies authorized to do business in said state, rated no less than A, VIII in the current edition of Best's Rating Guide:

(a). Commercial general liability insurance with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00), protecting Tenant and Landlord (as an additional insured) against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Premises. In the event the business being conducted from the Premises includes the sale or other disposition of alcoholic beverages for on or off premises consumption, Tenant shall, in addition to the commercial general liability insurance, obtain liquor liability insurance in the amounts equal to that required above for the commercial general liability insurance;

(b). Property insurance covering all trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises to the extent of one hundred percent (100%) of the full replacement value of the same against fire and other perils commonly included in "Causes of Loss-Special Form" coverage; and

(c). Workmen's Compensation Insurance and employee insurance as required by law.

Tenant shall furnish to Landlord, before the Commencement Date, and at least thirty (30) days before expiration or termination or reduction of coverage of any such policy, copies of policies or certificates of insurance evidencing coverages required by this Lease. All policies required hereunder shall contain an endorsement providing that the insurer will not cancel, fail to renew or materially amend the policy or policies without first giving thirty (30) days prior written notice thereof to Landlord.

10.2. LANDLORD'S INSURANCE.

Landlord shall at all times during the Lease Term maintain in full force and effect insurance in the standard form generally in use in the state in which the Building Complex is located, with insurance companies authorized to do business in said state, rated no less than A, VIII in the current edition of Best's Rating Guide:

(a). Commercial general liability insurance with a combined single limit of at least Two Million and No/100 Dollars (\$2,000,000.00), against claims based upon, involving or arising out of the ownership, use, occupancy or maintenance of the Common Area of the Building Complex; and

(b). Property insurance coverage covering the Building for all casualties included in the classification "Causes of Loss-Special Form" coverage in an amount not less than one hundred percent (100%) of the full replacement value, and against such other hazards and in such amounts as Landlord or its lenders may reasonably require from time to time. It is understood that Landlord's insurance obligation hereunder does not extend to trade fixtures, signs, plate glass, floor covering, decorative items, furniture, equipment and merchandise in the Premises.

10.3. INCREASE IN LANDLORD'S INSURANCE.

Tenant agrees that it will not keep, use, sell or offer for sale in or upon the Premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay, as Additional Rent, any increase in premiums for fire and extended coverage insurance that may be charged during the Lease Term on the amount of such insurance which may be carried by Landlord on the Premises or the Building Complex, resulting from the type of merchandise sold or the type of business conducted by Tenant in the Premises, whether or not Landlord has consented to the same. In determining whether increased premiums are the result of Tenant's use of the Premises, a schedule, issued by the organization making the insurance rate on the Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the fire insurance rate on the Premises. In the event Tenant's occupancy causes any increase in premium for the fire, boiler and/or casualty rates on the Premises or Building Complex or any part thereof above the rate for the least hazardous type of occupancy legally permitted in the Premises, Tenant shall pay the additional premium on the fire, boiler and/or casualty insurance policies by reasons thereof. Bills for such additional premiums shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due within thirty (30) days after receipt of written demand thereof by Landlord.

10.4. MASTER POLICY.

The insurance required by this Section may be included in policies of "blanket insurance", provided that, in all other respects, each such policy shall comply with the requirements of this Section and provided that no other loss

which may or may not be also insured thereby, shall in any way affect or limit the coverages and amount of insurance required hereby.

10.5. SUBROGATION.

Notwithstanding any other provisions of this Lease, Landlord and Tenant each releases the other and, on behalf of its insurers, waives its entire right to recovery against the other for loss or damage to the waiving party and its property to the extent that the loss or damage is covered by insurance or would have been covered by insurance proceeds payable under any policy required to be maintained under this Lease. Landlord and Tenant each agrees to furnish to each insurance company which has or will issue such policies notice of the mutual waivers contained herein and to have the insurance policies properly endorsed, if necessary, waiving the insurer's right of subrogation to prevent the invalidation of said coverage by said waivers. This waiver shall not be effective to relieve any party failing to maintain the aforescribed insurance.

11.0 INDEMNIFICATION.

11.1. LIMITED LIABILITY.

Landlord or its agents shall not be liable for any loss or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the Building or from the pipes, appliances or plumbing works therein or from the roof, street or subsurface or from any other place resulting from dampness or any other cause whatsoever unless caused by or due to the negligence or willful misconduct of Landlord, its agents, contractors or employees. Landlord or its agents shall not be liable for interference with the light, air or for any latent defect in the Premises, except for those latent defects associated with the work to be performed by Landlord on the Premises as set forth on Exhibit B. Landlord shall not be liable for any such damage caused by other tenants of the Building Complex or persons in or about the Premises or the Building Complex, occupants of adjacent property or the public or caused by operations in construction of any private, public or quasi-public work. All property of Tenant kept or stored on the Premises shall be so kept or stored at the risk of Tenant only and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier.

11.2. INDEMNIFICATION OF LANDLORD.

Tenant hereby indemnifies and agrees to hold Landlord harmless against and from any and all claims arising from Tenant's use of the Premises or from the conduct of its business or from any activity, work or other things done, permitted or suffered by Tenant in or about the Premises and agrees to further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act or negligence of Tenant or any officer, agent, employee, guest or invitee of Tenant on or about the Building Complex and from all costs, reasonable attorneys' fees, whether at trial or on appeal, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Landlord by reason of such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant, as a material part of the consideration to Landlord, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Landlord's negligence or willful misconduct and Tenant hereby waives all claims in respect thereof against Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Premises.

11.3. INDEMNIFICATION OF TENANT.

To the extent not covered by insurance, Landlord hereby indemnifies and agrees to hold Tenant harmless against and from any and all claims for any loss or damage to Tenant arising from the negligence, willful misconduct or omission by Landlord or its agents, contractors or employees (provided such loss or damage is not caused by Tenant, its agents, contractors or employees), including all costs and reasonable attorneys' fees, whether at trial or on appeal, incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against Tenant by reason of such claim, Landlord, upon notice from Tenant, shall defend the same at Landlord's expense.

12.0 DAMAGE OR DESTRUCTION.

If the Premises or the building of which the same are a part are damaged by fire or other insured casualty and the insurance proceeds have been made available therefor by the holder(s) of any mortgages covering the Premises, the damage shall be repaired by and at the expense of Landlord to the extent of such available insurance proceeds, provided such repairs can, in Landlord's sole, reasonable opinion, be made within sixty (60) days after the occurrence of the casualty without the payment of overtime or other premiums. Until such repairs are completed, Base Rent shall be abated in proportion to that part of the Premises which is unusable by Tenant in the conduct of its business, as mutually determined by Landlord and Tenant, except that there shall be no abatement of Rent if any portion of the Premises are unusable for a period equal to one (1) day or less. If: (i) the Premises are damaged as the result of any cause other than a fire or other casualty included in the insurance coverage Landlord is required to maintain pursuant to Section 10.2 hereof; (ii) the insurance coverage Landlord is required to maintain pursuant to Section 10.2 hereof was maintained, but the insurance proceeds have not been made available; or (iii) in Landlord's sole, reasonable opinion, the damage cannot be repaired within one hundred-eighty (180) days;

then, in any of such events, Landlord shall have the option to: (1) repair or restore such damage, in which case this Lease shall continue in full force and effect but Base Rent will be proportionately reduced as hereinabove provided; or (2) give notice to Tenant at any time within sixty (60) days after such damage, terminating this Lease as of the date specified in such notice, which date shall be no more than thirty (30) days after the giving of such notice. In the event of giving such notice, this Lease shall expire and all interest of Tenant in the Premises shall terminate on the date so specified in such notice and Base Rent, reduced by a proportionate reduction as hereinabove provided, shall be paid to the date of said termination.

Notwithstanding anything to the contrary contained in this Section, Landlord shall not have any obligation to repair, reconstruct or restore the Premises when the damage resulting from any casualty covered under this Section occurs during the last twelve (12) months of the Lease Term or any extension thereof.

Except as provided in this Section, there shall be no abatement of Rent and no liability of Landlord by reason of injury to or interference with Tenant's business or property arising from the making of any repairs, alterations or improvements in or to any portion of the building or the Premises or to fixtures, appurtenances and equipment therein. Tenant understands and agrees that Landlord shall have no obligation to carry insurance of any kind on Tenant's furniture and furnishings or on any fixtures or equipment removable by Tenant under the provisions of this Lease and that Landlord shall not be obligated to make any repairs thereto or to replace the same.

13.0 CONDEMNATION.

If the whole of the Premises or so much thereof as to render the balance unusable by Tenant shall be taken under power of eminent domain or otherwise transferred in lieu thereof, this Lease shall automatically terminate as of the date of the taking or the date of transfer in lieu of condemnation, whichever is later. No award for any total or partial taking shall be apportioned and Tenant hereby assigns to Landlord any award which may be made in such taking in condemnation, together with any or all rights of Tenant now or hereafter arising in or to the same or any part thereof; provided, however, Tenant shall be entitled to file and claim, prove and receive from any condemnation proceeding an award to reflect the relative loss suffered as a result of the taking of its trade fixtures, furniture and/or leasehold improvements, as well as any special damages, such as Tenant's moving expenses; provided: (i) Tenant waives any claim for the leasehold value of the Premises; and (ii) any award to Tenant does not alter or diminish the award of Landlord or Landlord's lender.

14.0 ASSIGNMENT AND SUBLETTING.

Tenant shall not, either voluntarily or by operation of law, sell, assign, hypothecate or transfer this Lease or sublet the Premises or any part thereof without the prior written consent of Landlord which consent shall not be unreasonably withheld. Tenant hereby agrees that Landlord's withholding of its consent shall be reasonable unless all of the following requirements have been satisfied:

- (a). Landlord shall be provided with at least thirty (30) days written notice prior to any proposed assignment or subletting;
- (b). The proposed assignment or subletting shall be for the entire Premises and not a portion thereof;
- (c). Tenant shall remain primarily liable under this Lease and shall guarantee the Lease if Landlord so requests;
- (d). Any proposed assignee or sublessee shall assume, in a written instrument acceptable to Landlord, all of the obligations of Tenant hereunder;
- (e). The proposed assignee's or sublessee's use of the Premises shall be, without limitation, in strict compliance with Section 1.8 hereof;
- (f). The net worth of the proposed assignee or sublessee shall be such that Landlord can be reasonably satisfied that the proposed assignee or sublessee shall be able to meet the monetary obligations contained herein; and
- (g). The nature and operation of the Premises by the proposed assignee or sublessee shall not conflict with or detract from the reputation, the operation and maintenance of the Building Complex and Landlord's investment therein.

Any sale, assignment, mortgage, transfer or subletting of this Lease or the Premises or any parts hereof or thereof contrary to the provisions of this Section shall be void, unless approved in writing by Landlord, and shall, at the option of Landlord, constitute a default under this Lease. The consent by Landlord to an assignment or subletting shall not in any way be construed to relieve Tenant from obtaining the express consent of Landlord to any further assignment or subletting of the Premises, nor shall the acceptance of Rent by Landlord from any assignee or sublessee be deemed a waiver of the obligation to obtain Landlord's consent to an assignment or subletting.

15.0 ESTOPPEL CERTIFICATE, ATTORNMEN AND SUBORDINATION.

15.1. ESTOPPEL CERTIFICATE.

Within ten (10) days after request thereof by Landlord, or in the event that upon any contemplated sale, assignment or hypothecation of the Premises and/or the land thereunder by Landlord an Estoppel Certificate shall be required from Tenant, Tenant agrees to deliver in recordable form, a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same

is in full force and effect as modified, and stating the modifications), that there are no defenses or offsets thereto or stating those claimed by Tenant and the dates to which Base Rent and other charges have been paid, and such other matters as may be required by such mortgagee or purchaser of the Building Complex. The form of such Estoppel Certificate shall be in form and content substantially the same as set forth in **Exhibit C** hereto, or such other form as may be required by such purchaser or mortgagee of the Building Complex.

15.2. ATTORNNMENT.

Tenant shall, in the event any proceedings are brought for the foreclosure of the Building Complex or the Premises or in the event of exercise of the power of sale under any mortgage made by Landlord covering the Building Complex or the Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

15.3. SUBORDINATION.

Tenant agrees that this Lease shall at all times be subject and subordinate to the lien of any mortgage (including any amendment or modification thereof), which at any time may be placed on the Premises by Landlord. If requested in writing by the holder or prospective holder thereof, Tenant agrees, upon demand, without cost to execute and deliver an instrument in substantially the form attached hereto as **Exhibit D**, or such other form as may be reasonably required by the mortgagee or a proposed mortgagee, to effectuate such subordination, which instrument shall include, among and with any other provisions required by the mortgagee, an agreement on the part of Tenant to attorn to any and all successors, resulting from any foreclosure of any such mortgage or conveyance in lieu of the foreclosure and shall also provide that Tenant shall be entitled to continue possession of the Premises under this Lease so long as Tenant complies with all terms, conditions and provisions of this Lease.

16.0 DEFAULT.

16.1. EVENTS OF DEFAULT BY TENANT.

This Lease is made upon the condition that Tenant shall punctually and faithfully perform all covenants and agreements as herein set forth. The happening of any one or more of the following listed events of default shall constitute a breach of this Lease by Tenant:

(a). The failure of Tenant to pay any part, portion or component of any Rent payable by Tenant on the date the same shall become due and such Rent shall remain unpaid for more than ten (10) days after written notice thereof by Landlord to Tenant;

(b). The taking of the leasehold on execution or other process of law in any action against Tenant;

(c). The failure of Tenant to take possession of the Premises for business within thirty (30) days of the Commencement Date, or the abandonment of the Premises, or the cessation of Tenant's business within the Premises if coupled with the non-payment of Rent;

(d). The filing by Tenant of any petition or answer in bankruptcy or in any other legal proceeding seeking any reorganization, liquidation, arrangement, readjustment or similar relief for itself under any present or future federal, state or other statute and the failure of Tenant to secure a dismissal thereof within ninety (90) days;

(e). The removal by Tenant of any leasehold improvements from the Premises without replacement thereof;

(f). The failure of Tenant to secure the insurance coverages and provide evidence thereof to Landlord as required by the provisions of this Lease in accordance with the time periods set forth herein;

(g). The failure of Tenant, within forty-eight (48) hours after receipt of written notice from Landlord, to comply with the parking requirements established by Landlord, as set forth in any Rules and Regulations established by Landlord in accordance with Section 22.1 below; or

(h). The failure of Tenant, within thirty (30) days after receipt of written notice from Landlord, to comply with any of the other provisions of this Lease (that is, other than those discussed in Subsections (a) through (g) hereinabove), or any other agreement between Landlord and Tenant, including all Exhibits incorporated herein by reference, all of which terms, provisions and covenants shall be deemed material; provided, however, that if any such default shall be a default that cannot be cured by the payment of money and cannot with diligence be cured within such thirty (30) day period, and if the cure of such default shall be promptly commenced and prosecuted with diligence, the period within which such default may be cured shall be extended for an additional period of time, not to exceed an additional thirty (30) days, as may be reasonably necessary to cure such default as long as Tenant prosecutes such cure with diligence and continuity and provided Landlord receives periodic reports with respect thereto.

16.2. LANDLORD'S REMEDIES FOR TENANT DEFAULT.

(a). Upon the occurrence of any event or events of default by Tenant, whether enumerated in this Section or not, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i). Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii). Landlord may without terminating this Lease declare all amounts and Rent due under this Lease for the remainder of the Lease Term to be immediately due and payable; and thereupon all Rent and other charges due hereunder to the end of the Lease Term shall be accelerated;

(iii). Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable for any damages, for all reasonable expenses incurred in any such reletting (including broker fees, attorney fees, tenant improvements and alterations made or paid by Landlord) and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease; and/or

(iv). Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord within ten (10) days after written demand thereof for any reasonable expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease); provided, however, Landlord shall not operate Tenant's business.

(b). Should Landlord, as a result of any Tenant default, elect to terminate this Lease, Landlord shall be entitled to collect from Tenant as damages: (i) the worth at the time of award of the unpaid Rent and other charges which may be due and unpaid by Tenant at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and other charges which would have come due after termination until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the Lease Term after the time of award exceeds the amount of rental loss which Tenant proves could have been reasonably avoided; and (iv) all other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform or which are likely to result therefrom including, but not limited to, reasonable attorney's fees to negotiate a lease with the replacement tenant, costs of repossession, costs of removing persons or property from the Premises, costs of repairs to the Premises, costs of reasonable alterations to the Premises to make the space tenantable to prospective replacement tenants, costs of re-leasing the space, brokerage fees, etc. All computations of the worth at the time of award of amounts recoverable by Landlord as stipulated herein shall be computed by allowing interest at the Default Rate.

(c). If Landlord shall elect, as previously provided, to reenter the Premises, it is agreed that Landlord shall not be liable for damages by reason of such entry.

16.3. RIGHTS CUMULATIVE.

All rights, options and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies which may be provided herein or by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

16.4. LANDLORD'S DEFAULT.

If Landlord fails to comply with any term, provision or covenant of this Lease, and such failure continues for thirty (30) days following Landlord's receipt of notice from Tenant (or if Landlord cannot comply within thirty (30) days, within such additional time frame needed to cure, provided Landlord is diligently pursuing the cure of the same). Tenant may elect to cure Landlord's default, in which event, Tenant may deduct any reasonable costs associated with curing Landlord's default against future installments of Base Rent and Additional Rent.

17.0 ACCESS BY LANDLORD.

Landlord and its agents shall have the right to enter the Premises whenever reasonably necessary, in the case of an emergency, and/or at all reasonable times during Tenant's normal business hours for the purpose of examining or inspecting the same, showing the same to prospective purchasers or lessees of the Building Complex and making such alterations, repairs, improvements or additions to the Premises or the Building Complex of which they are a part as Landlord may deem necessary or desirable.

18.0 EXCULPATION OF LANDLORD/SALE BY LANDLORD.

18.1. NO LIABILITY OF LANDLORD.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed and, as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levy thereon

against the right, title and interest of Landlord in the Building Complex as the same may then be encumbered and neither Landlord, nor any of the members or owners comprising Landlord shall be liable for any deficiency. It is understood that in no event shall Tenant have the right to levy execution against any property of Landlord other than its interest in the Building Complex parcel as hereinbefore expressly provided, and no owner or member of Landlord shall have any liability hereunder.

18.2. SALE BY LANDLORD.

In the event of the sale or other transfer of Landlord's right, title and interest in the Premises or the portion of the Building Complex parcel which includes the Premises, other than a transfer for security purposes only, Landlord shall be released from all subsequent liability and obligations hereunder; provided, however, that any funds in the hands of Landlord at the time of such transfer, in which Tenant has an interest, shall be turned over to the transferee and any amounts then due and payable to Tenant by Landlord under any provisions of this Lease shall be paid to Tenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord shall, subject as aforesaid, be binding on Landlord, its successors and assigns, only during their respective successive periods of ownership.

19.0 SURRENDER OF THE PREMISES/HOLDING OVER.

19.1. SURRENDER OF THE PREMISES.

At the expiration or termination of this Lease, Tenant shall remove all signage and any Non-Approved Alterations installed in the Premises during the Lease Term pursuant to the terms of Section 7.1 hereof from the Premises and surrender the Premises to Landlord broom clean and in good condition and repair, reasonable wear and tear excepted, and in the event Tenant fails to do so, Landlord may make such repairs and/or remove such signage and charge Tenant for the reasonable cost thereof. Tenant hereby agrees to pay such amounts within thirty (30) days after Tenant's receipt of written demand thereof by Landlord. Any liability of Tenant hereunder shall survive termination of this Lease, whether by expiration of the Lease Term, eviction or otherwise.

19.2. HOLDING OVER.

Should Tenant continue in occupancy of the Premises after the termination or expiration of this Lease, Tenant shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy, but at a rental rate of 125% of the then effective Base Rent hereunder, and any such holding over shall not constitute a renewal or extension of this Lease. In the event Landlord gives Tenant a thirty (30) day notice to vacate the Premises prior to the expiration of the Lease Term and Tenant continues to hold over after the expiration of said thirty (30) day notice, Tenant shall be liable to Landlord for all damages caused to Landlord by Tenant's failure to vacate, including, but not limited to, loss of rental income and all consequential damages.

20.0 NOTICES.

Any and all notices, elections or demands permitted or required to be made under this Lease shall be in writing, and shall be delivered personally, or sent by overnight courier service by a company regularly engaged in the business of delivering business packages, or sent by registered or certified mail, return receipt requested, to the other party at the respective address set forth in Sections 1.1.1 and 1.2.1 hereof, or at such other address as may be specified in writing from time to time by either party to the other. The date of personal delivery or, if sent by mail or overnight courier, then the date of delivery or first refusal thereof as evidenced by the carrier's or courier's receipt, shall be the effective date of such notice, election or demand. Notwithstanding the foregoing, after Tenant takes possession of the Premises, any notice by Landlord to Tenant shall be deemed valid if sent to the address set forth in Section 1.2.1 hereof or to the Premises. A copy of all notices required or permitted to be given to Landlord or Tenant shall be concurrently transmitted to such party or parties at such address as such party may from time to time hereafter designate by notice to the other party.

21.0 INABILITY TO PERFORM.

This Lease and the obligations of each party hereunder shall not be affected or impaired because the other party is unable to fulfill any of its obligations hereunder or is delayed in doing so unless such inability or delay is caused by reason of strike or other labor troubles, civil commotion, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material, service or financing, energy shortages, acts of God or by any other causes beyond the reasonable control of such party; provided, however, the foregoing provision shall not excuse Tenant's failure to pay Rent.

22.0 GENERAL COVENANTS OF TENANT.

22.1. RULES AND REGULATIONS.

Landlord reserves the right to make reasonable rules and regulations ("Rules and Regulations") with respect to the Building Complex, including, but not limited to, the parking area, grounds and the building of which the Premises are a part. Tenant hereby agrees to comply with such Rules and Regulations.

22.2. COMPLIANCE WITH LAW.

Tenant agrees to comply with all laws, ordinances, orders, regulations and requirements of all county, municipal, state, federal and other governmental authorities affecting the construction, use and occupancy of the Premises and the cleanliness, safety or operation thereof. Tenant agrees to be the responsible entity for instituting a plan of

compliance to ensure that the Premises are in compliance with the Americans with Disabilities Act of 1990 (the "ADA") and Tenant shall make, at its sole cost, any and all alterations which may be required to bring the Premises into compliance with the ADA. Notwithstanding the foregoing, Landlord shall be responsible for ensuring that the Premises are in compliance with the ADA as of the Commencement Date. Tenant agrees, at its sole expense, to comply with all recommendations, regulations and requirements of any public or private agency having authority over insurance rates with respect to the construction, use or occupancy of the Premises by Tenant, including, without limitation, installation and maintenance of any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters.

23.0 ATTORNEYS' FEES.

In the event either Landlord or Tenant brings an action at law or equity against the other in order to enforce any provision of this Lease or as the result of an alleged default under this Lease, the prevailing party in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs including such fees, costs and expenses as such prevailing party may incur on any appeal from such action or proceeding.

24.0 MUTUAL WAIVER OF JURY TRIAL.

Landlord and Tenant each hereby waive any right to a trial by jury on any claim, counterclaim, setoff, demand, action or cause of action brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way pertaining or relating to: (i) this Lease; (ii) the relationship of Landlord and Tenant; (iii) the use and occupancy of the Premises; or (iv) in any way connected with or pertaining or relating to or incidental to any dealings of the parties hereto with respect to this Lease, or any other matter or controversy whatsoever between the parties; in all of the foregoing cases whether now existing or hereafter arising. Landlord and Tenant agree that either or both of them may file a copy of this provision with any court as written evidence of the knowing, voluntary and bargained agreement between the parties irrevocably to waive trial by jury, and that any dispute or controversy whatsoever between them shall instead be tried in a court of competent jurisdiction by a judge sitting without a jury. Tenant hereby certifies that no representative or agent of Landlord, including Landlord's counsel, has represented, expressly or otherwise, that Landlord would not seek to enforce the provisions of this waiver in the event of such dispute or controversy. Tenant acknowledges that Landlord has, in part, been induced to enter into this Lease and let the Premises to Tenant in reliance on the provisions of this waiver.

25.0 WAIVER.

No waiver by Landlord or Tenant of any provision of this Lease shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the other party of the same or any other provision. Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to render unnecessary the obtaining of Landlord's consent or approval of any act by Tenant requiring Landlord's consent or approval of any subsequent act of Tenant, whether or not similar to the act consented to or approved. No act or thing done by Landlord or by Landlord's agents during the Lease Term shall be deemed an acceptance of or surrender of the Premises, and no agreement to accept such surrender shall be valid unless in writing and signed by Landlord. No employee of Landlord or of Landlord's agents shall have any power to accept the keys to the Premises prior to the expiration or termination of this Lease and the delivery of the keys to any such employee shall not operate as a termination of this Lease or surrender of the Premises.

26.0 BROKERS.

Other than as specifically set forth in Section 1.11 hereof, Landlord and Tenant each represent and warrant to the other that there was no broker or real estate agent involved in the negotiation and execution of this Lease and that no claims exist for any broker, agent, Realtor, attorney or finder's fee in connection with making or executing this Lease. Landlord and Tenant each agree to indemnify and hold the other harmless against any liability that may arise from any such claim, including reasonable attorneys' fees, brought as a result of the action of the indemnifying party.

27.0 AUTHORITY.

Landlord and Tenant each hereby represent that the person signing on behalf of such party has the full right and authority to enter into this Lease and by doing so does not violate any existing agreement or indenture to which it is a party or by which it is bound or affected.

28.0 HAZARDOUS SUBSTANCES.

28.1. DEFINITION OF HAZARDOUS SUBSTANCES.

The term "Hazardous Substances", as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

28.2. RESTRICTIONS ON TENANT.

Tenant shall not cause or permit to occur: (i) any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions ("Laws") on, under or about the Premises or arising from Tenant's use or occupancy of the Premises, including, but not limited to, soil and ground water conditions; or (ii) the use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substances without Landlord's prior written consent, which consent may be withdrawn, conditioned or modified by Landlord in its sole and absolute discretion in order to insure compliance with all applicable Laws, as such Laws may be enacted or amended from time to time.

28.3. ENVIRONMENTAL CLEAN UP.

Tenant shall, at Tenant's own expense: (i) comply with all Laws regulating the use, generation, storage, transportation or disposal of Hazardous Substances; (ii) make all submissions to, provide all information required by and comply with all requirements of all governmental authorities (the "Authorities") under the Laws; (iii) prepare and submit the required plans and all related bonds and other financial assurances should the Authorities or any third party demand that a clean up plan be prepared and a clean up be undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term, at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises and Tenant shall carry out all such clean up plans; and (iv) promptly provide all information regarding the use, generation, storage, transportation or disposal of Hazardous Substances that is requested by Landlord.

If Tenant fails to fulfill any duty imposed under this Section 28.3 within thirty (30) days following its request, Landlord may proceed with such efforts and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Laws to the Premises and Tenant's use thereof and for compliance therewith and Tenant shall execute all documents promptly upon Landlord's request and any expenses incurred by Landlord shall be payable by Tenant as Additional Rent. No such action by Landlord and no attempt made by Landlord to mitigate damages under any Law shall constitute a waiver of any of Tenant's obligations under this Section 28.3. Tenant's obligations and liabilities under this Section 28.3 shall survive the expiration or other termination of this Lease.

28.4. TENANT'S INDEMNITY.

Tenant shall indemnify, defend and hold harmless Landlord, its respective officers, directors, beneficiaries, shareholders, partners, members, agents and employees, from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith, including reasonable attorneys' and consultants' fees, arising out of or in any way connected with any deposit, spill, discharge or other release of Hazardous Substances that occurs during the Lease Term at or from the Premises or which arises at any time from Tenant's use or occupancy of the Premises or from Tenant's failure to provide all information, make all submissions or take all steps required by all Authorities under the Laws and all other environmental laws. Tenant's obligations and liabilities under this Section 28.4 shall survive the expiration or other termination of this Lease.

LANDLORD'S INDEMNITY.

Landlord hereby agrees to indemnify, defend and hold harmless Tenant, its successors and assigns, from and against any and all liability, claims, loss or expense including attorney's fees, whether now existing or hereafter arising in connection with any federal or state statute, law, ordinance, regulation or judgment related to the existence, disposal or release of Hazardous Substances on the Premises by Landlord, its agents, employees or contractors. This covenant shall survive termination of this Lease.

Landlord hereby warrants and represents that no Hazardous Substances, including asbestos, have been disposed of or placed on the property of which the Premises is a part except for minor spills incidental to normal operations. Landlord further warrants and represents that all underground tanks on said property (if any) were properly registered with the appropriate governmental agency and that such tanks are not leaking. This covenant shall survive termination of this Lease.

29.0 MISCELLANEOUS.

29.1. TIME OF ESSENCE.

Time is of the essence in this Lease.

29.2. SUCCESSORS AND ASSIGNS.

All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there

shall be more than one Tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. Subject to the provisions of Section 14.0 hereof, no rights shall inure to the benefit of any assignee unless the same has been approved by Landlord in writing. Nevertheless, Landlord at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Landlord herein, Landlord and its heirs, executors, administrators, successors and assigns (other than the assignee of this Lease) shall be released from any and all liability hereunder.

29.3. PARTIAL INVALIDITY.

Any provision of this Lease which shall be held to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

29.4. HEADINGS: LANDLORD AND TENANT.

The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The terms "Landlord" and "Tenant" as used herein shall include the plural as well as the singular, the neuter shall include the masculine and feminine genders and, if there be more than one Tenant, the obligations herein imposed upon Tenant shall be joint and several.

29.5. AMENDMENTS MUST BE IN WRITING.

No provision of this Lease may be amended except by an agreement in writing signed by the parties or their respective successors in interest.

29.6. GOVERNING LAW.

This Lease is made and accepted by the parties in the state in which the Building Complex is located with reference to the laws of such state and shall be construed, interpreted and governed by and in accordance with the laws of such state. Tenant agrees that Landlord may institute any legal proceedings with respect to this Lease or the Premises in the district, circuit or superior court of the county in which the Building Complex is located, and submits itself to the jurisdiction of such court. If Tenant is a corporation chartered other than in the state in which the Building Complex is located, Tenant acknowledges and agrees that it is "doing business" in such state and appoints the Secretary of State of such state as its agent for service of process for all matters pertaining to this Lease or the Premises unless Tenant has qualified to do business in such state and has registered another person with such Secretary of State as its agent for service of process within such state.

29.7. NO RECORDING.

This Lease shall not be recorded in the public records without Landlord's prior written consent; provided, however, a Memorandum of Lease, acceptable to Landlord, may be executed and delivered by the parties hereto for the purpose of recording in the public records at the expense of the requesting party.

30.0 SECURITY DEPOSIT.

30.1. AMOUNT OF DEPOSIT.

Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord, a Security Deposit in the sum provided in Section 1.10 hereof, receipt of which is hereby acknowledged by Landlord. Said Security Deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease by said Tenant to be kept and performed during the Lease Term. If at any time during the Lease Term any Base Rent or Additional Rent herein reserved shall be overdue and unpaid, or any other sum payable by Tenant to Landlord hereunder shall be overdue and unpaid, then Landlord may, at the option of Landlord (but Landlord shall not be required to), appropriate and apply all or any portion of the Security Deposit to the payment of any such overdue Rent or other sum.

30.2. USE AND RETURN OF DEPOSIT.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then Landlord, at its option, may appropriate and apply the entire Security Deposit or so much thereof as may be necessary, to compensate Landlord for the loss or damage sustained or suffered by Landlord due to such breach on the part of Tenant. Should the entire Security Deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue Rent or other sums due and payable to Landlord by Tenant hereunder, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore the Security Deposit to the original sum deposited, and Tenant's failure to do so within ten (10) days after receipt of such demand shall constitute a breach of this Lease. Should Tenant comply with all of said terms, covenants and conditions and promptly pay all of the Rent and other sums herein due within the time the same is due and payable, the Security Deposit shall be returned to Tenant at the end of the Lease Term or upon such earlier termination of this Lease, less any portion thereof which may have been utilized by Landlord to cure any breach by Tenant or applied to any damages suffered by Landlord. Neither the Security Deposit nor the application thereof by Landlord, as hereinabove provided, shall be a bar or defense to any action in unlawful detainer or to any other action which Landlord may at any time commence for a breach of any of the covenants or conditions of this Lease.

30.3. TRANSFER OF DEPOSIT.

Landlord may deliver the funds deposited hereunder by Tenant to the purchaser or transferee of Landlord's interest in the Premises. In the event that such interest be sold or otherwise transferred and the purchaser or transferee assumes the obligations of Landlord, then thereupon, Landlord shall be discharged from any further liability with respect to the Security Deposit.

31.0 REPRESENTATIONS.

The parties acknowledge that Tenant may have general and specific requirements and needs relating to the operation of its business from the Premises, and Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and the Building Complex for the conduct of Tenant's business. Tenant hereby represents that it has entered into this Lease without reliance upon any obligation of Landlord to make, and Tenant agrees that Landlord shall not be obligated to make, any disclosures concerning the value, condition or suitability of the Premises. Tenant hereby represents to Landlord and Landlord hereby represents to Tenant that this Lease, with its Exhibits, sets forth the entire agreement between the parties. Each party further represents to the other that it has not been induced, persuaded or motivated by any promise or representation that is not contained in this Lease. Any prior conversations, understandings or oral agreements not herein reduced to writing, prior writings or any other item not contained herein are hereby merged herein and extinguished. Tenant represents to Landlord that it is entering into this Lease based solely on the writing contained herein and that Tenant has not relied and is not relying on any representation, whether written or oral, not contained in writing in this Lease. Tenant acknowledges that Landlord and its agents have made no representations or promises with respect to the Premises or the Building Complex except as herein expressly set forth. Tenant further represents that Tenant will not assert in any way any claim that Landlord, its agents or employees, in any way represented, misrepresented, promised, agreed or had any understanding regarding the lease of the Premises not contained herein. Tenant represents that it has completely read and fully understands all the provisions of this Lease or that Tenant was represented by competent counsel who read and/or explained all provisions to Tenant.

32.0 OFAC CERTIFICATION.

Tenant hereby represents, warrants and certifies that: (i) the transactions contemplated hereby are not "blocked" pursuant to any statute, regulation, including, but not limited to, any regulations of the Office of Foreign Assets Control ("OFAC") of the Department of the Treasury and/or executive order, including, but not limited to, Executive Order 13224 dated September 24, 2001 (the "Order"); (ii) Tenant and any of its affiliates, and any of their respective partners, member, shareholders or other equity owners (collectively, "Tenant Affiliates") is not a "person" subject to the prohibitions set forth in the Order, as the term "person" is described and identified in the Order; and (iii) this Lease is not entered into for the purpose of evading or avoiding, or attempting to violate any of the prohibitions in the Order. Tenant, for itself and on behalf of its successors, heirs and assigns, hereby covenants and agrees to indemnify, defend and hold Landlord harmless from and against any and all loss, cost, expense, claim or damage (including, without limitation, reasonable attorneys' fees) suffered, claimed or incurred by Landlord in the event the certification herein is false, and to promptly notify Landlord if Tenant or any Tenant Affiliate receives notice that Tenant or Tenant Affiliate is or has been designated a "Specially Designated National" or "Blocked Person" on any list maintained by the OFAC, or any successor office or agency. If during the Lease Term, Tenant or Tenant Affiliate is or becomes a "Specially Designated National" or "Blocked Person" then such designation shall constitute an event of default, which shall entitle Landlord to exercise any and all rights and/or remedies available under this Lease or pursuant to applicable law.

33.0 [Intentionally Omitted]

34.0 HISTORIC TAX CREDITS.

Tenant acknowledges that in connection with Landlord's renovation and redevelopment of the Building, Landlord may attempt to secure historic rehabilitation tax credits allowed for qualified rehabilitation expenditures incurred in connection with the "certified rehabilitation" of a "certified historic structure" ("Historic Tax Credits" or "HTC") pursuant to Section 47 of the Internal Revenue Code of 1986, as amended (the "Code"). Tenant shall cooperate with Landlord in connection with Landlord's securing and maintaining said HTC, and in no event shall Tenant make any alterations or improvements to the Premises or Building, or assign this Lease or sublease the Premises to any person or entity, or do any other act or thing, that would give rise to a Recapture Event or otherwise cause a recapture or disallowance of any HTC, and all improvements and alterations by Tenant shall be completed in a good and workmanlike manner with new first class materials and equipment in conformity with all applicable laws, including the Code. "Recapture Event" means any event that results in the recapture or disallowance of HTC under the Code or any applicable state law. Tenant shall not enter into any sublease of any portion of the Premises whose occupancy thereof would, singularly, or in the aggregate with other tenants or subtenants of the Premises, cause the Premises to be deemed to be "tax-exempt use property" under Sections 47(c)(2)(B)(v) or 168(h) of the Code (or any corresponding or related provision of the Code). In connection with the HTC process, Landlord may also assign its rights under this Lease to a "master tenant entity" to take advantage of a HTC pass through structure, and Tenant consents to any such assignment. Landlord may also seek to have the Building established as NMTC "qualified active low income community business" ("QALICB"), and Tenant shall cooperate with Landlord in connection with same. In no event shall Tenant use the Premises as residential rental property (as defined in Section 168(e)(2)(A) of the Code), massage parlor,

hot tub facility, suntan facility, gambling facility, or any other use the principal business of which is the sale of alcoholic beverages for consumption off premises.

35.0 EXHIBITS.

Exhibits A, A-1, A-2, B, B-1, C, D, and E are attached hereto and made a part hereof, as follows:

A	Site Plan of Premises
A-1	Legal Description of Building Complex
A-2	Site Plan of Building Complex
B	Landlord's Work
B-1	Premises Layout
C	Tenant Estoppel
D	SNDA

(THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

As to Landlord

Julia Beall
Witness

Witness

LANDLORD:

Grebe, LLC,
an Alabama limited liability company

BY: [Signature]

Its: MEMBER

Date Executed: 5/5/17

As to Tenant

[Signature]
Witness

Witness

TENANT:

TekLinks, Inc., a Delaware corporation

BY: [Signature]

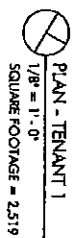
Its: Terry Miller, Vice President

Date Executed: 5/5/17

EXHIBIT A

SITE PLAN 2nd FLOOR AND LOCATION OF THE PREMISES

To be attached.



DATE: 9/25/91, 2:1 PM: JCM

[illegible]

EXHIBIT A-1

LEGAL DESCRIPTION OF BUILDING COMPLEX

To be attached.

EXHIBIT A-1

LEGAL DESCRIPTION OF BUILDING COMPLEX

COMMENCING AT A POINT ON THE WEST SIDE OF HAMILTON STREET 55 FEET FROM THE NORTHWEST CORNER OF HAMILTON AND ST. MICHAEL STREETS, WHICH IS THE POINT WHERE THE NORTHERN BOUNDARY LINE OF THE PROPERTY CONVEYED TO THE REJO REALTY COMPANY BY DEED DATED JUNE 29, 1946, RECORDED IN DEED BOOK 404, PAGE 82 INTERSECTS THE WESTERN LINE OF HAMILTON STREET FROM THIS POINT OF BEGINNING, RUN NORTH ALONG THE WEST SIDE OF HAMILTON STREET TO ST. LOUIS STREET; THENCE RUN WESTWARDLY ALONG THE SOUTH SIDE OF ST. LOUIS STREET TO THE SOUTHWEST CORNER OF ST. LOUIS AND LAWRENCE STREETS; THENCE SOUTHWARDLY ALONG THE EAST SIDE OF LAWRENCE STREET, TO A POINT 67 FEET NORTHWARDLY FROM THE NORTHEAST CORNER OF LAWRENCE AND ST. MICHAEL STREETS; THENCE EASTWARDLY AND PARALLEL WITH ST. MICHAEL STREET A DISTANCE OF 29.3 FEET; THENCE SOUTHWARDLY TO A POINT ON THE NORTH SIDE OF ST. MICHAEL STREET, WHICH IS 29.3 FEET DISTANCE FROM THE CORNER OF ST. MICHAEL AND LAWRENCE STREETS; THENCE EASTWARDLY ALONG THE NORTH LINE OF ST. MICHAEL STREET 81.9 FEET TO THE WESTERN PROPERTY LINE OF THE PROPERTY CONVEYED TO REJO REALTY COMPANY BY DEED HEREINAFORE MENTIONED THENCE NORTHWARDLY ALONG THE WESTERN BOUNDARY LINE OF THE SAID REJO REALTY COMPANY PROPERTY 55 FEET; THENCE EASTWARDLY ALONG THE NORTHERN BOUNDARY LINE OF SAID REJO REALTY COMPANY PROPERTY TO THE POINT OF BEGINNING.

EXHIBIT A-2

SITE PLAN OF BUILDING COMPLEX

To be attached.

CONTEXT

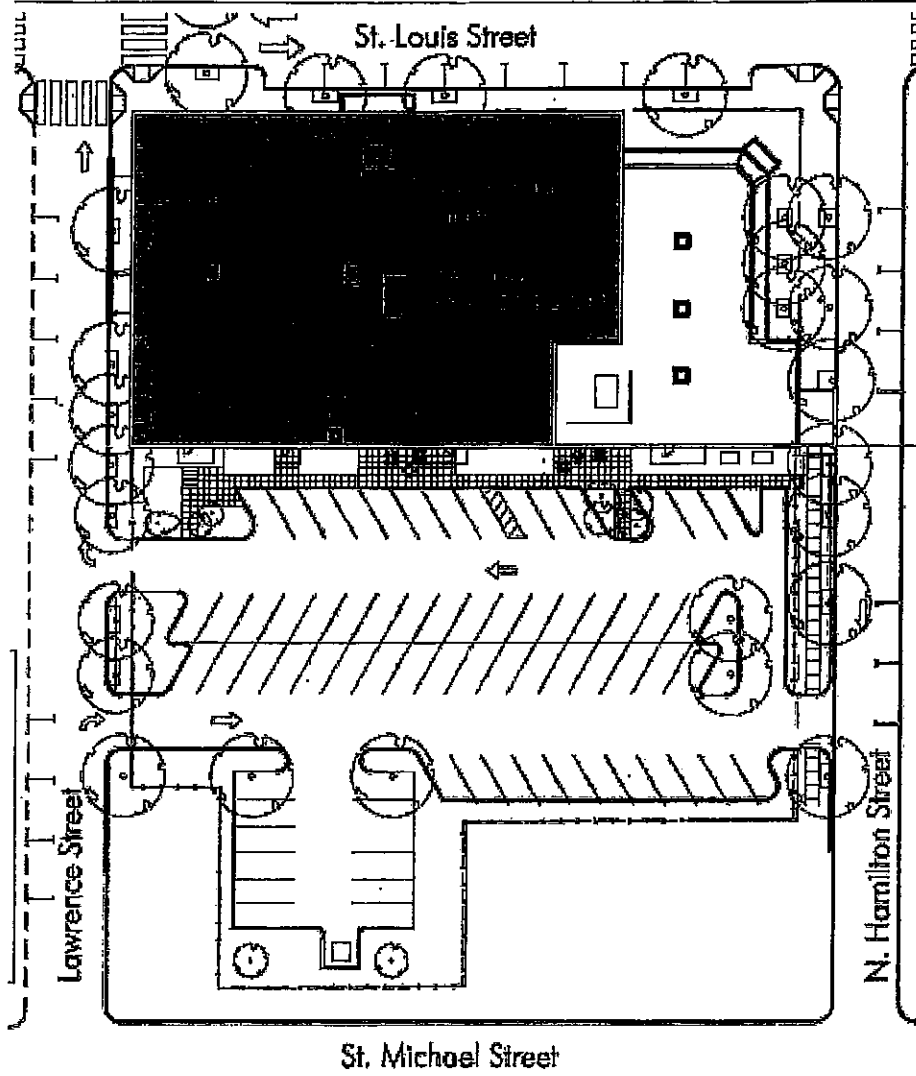


EXHIBIT B
LANDLORD'S WORK
RELATING TO THE PREMISES

Exhibit B is intended to describe the obligations of Landlord and Tenant with respect to the design and construction of the Premises.

Tenant agrees to accept the Premises in an "as is" condition, except for such work to be performed by Landlord as Landlord's Work as set forth hereinbelow. The parties acknowledge that Tenant may have general and specific requirements and needs relating to the operation of its business from the Premises, and Landlord and Tenant are entering into this Lease in reliance solely upon Tenant's expertise and ability to evaluate the suitability of the Premises and the Building Complex for the conduct of Tenant's business. Tenant has entered into this Lease without reliance upon any obligation of Landlord to make, and Tenant agrees that Landlord shall not be obligated to make any disclosures concerning the value, condition or suitability of the Premises.

Premises

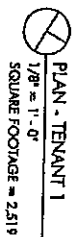
Landlord shall perform or caused to be performed construction to the Building and Premises substantially in accordance with the floor plan attached hereto as Exhibit B-1 (the "Layout"). Landlord shall cause an architect or engineer to prepare initial plans ("Initial Plans") for Landlord's Work in accordance with Exhibit B-1 and submit same to Tenant for review and comments. Landlord and Tenant shall then promptly work together to finalize such Initial Plans (such final plans/specifications being referred to herein as the "Final Plans"). Final fit, finish and color selections for the Premises interior shall be made by Tenant, provided same does not exceed the budget established by Landlord as part of the Final Plans, and any overage shall be paid by Tenant. Landlord shall then perform Landlord's Work at Landlord's cost in accordance with the Final Plans. In addition, if Tenant desires that changes be made to the Initial Plans that differ from the Layout and specifications on Exhibit B-1, and such changes cause or result in an increase in the cost of Landlord's Work, Tenant shall pay the cost of such increase by (i) increasing the Monthly Base Rent by an equitable amount, or (ii) paying such costs increase on the Delivery Date. Tenant shall also be responsible for the cost of any change orders requested by Tenant after agreement upon the Final Plans. Landlord covenants and agrees as follows:

1. Electrical, plumbing and heating, cooling and ventilation systems for the Premises shall be in good working order as of the Delivery Date.
2. Landlord will file for and obtain all necessary permits and Certificates of Occupancy for the work performed by it.
3. Landlord shall perform all of its work so as to comply with all governing statutes, ordinances, regulations, and building codes.

EXHIBIT B-1

PREMISES LAYOUT

To be attached.



NOTICE TO: ALL

Abstract

Tenant Floor Plans
DESCRIPTION
12.12.2016
ISSUE DATE

Revisions/Sets
Rev No _____ Date _____

NOT FOR CONSTRUCTION

BUICK BUILDING - 2ND FLOOR
455 St Louis Street, Mobile, AL 36602
GA PROJECT # 1835

ga Giattina Aycock Architecture Studio, Inc.
2625 5th Ave N. Bldg. C, Bessemer, AL
P: 205.933.9060 GASTUDIO.COM

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 455 St. Louis Street Mobile, AL 36602
City Council District and Zoning: District 2, Levon Manzie
Sale or Lease: Building Lease

II. Acquisitions by City:

- How Leasehold interest for the expansion of Cyber Security Office .
- When Rental commencement March 1, 2020.
- Special Circumstances (if applicable) _____

Currently occupies suite 2300 and expanding into
contiguous space suite 2200.

III. Why Sale/Lease recommended: More space needed and funded through grant
named GSLETTA / Gulf States Law Enforcement Technical Training and Assistance.

ROUTING FORM: ORDINANCE FOR DISPOSITION OF CITY-OWNED REAL PROPERTY

- I. Property Address: 455 St. Louis Street Mobile, AL 36602
City Council District and Zoning: District 2/Levon Manzie.
Sale or Lease: Building Lease
Buyer or Lessee: Lessor is Grebe, LLC
- II. Date of City Council Resolution Assenting to Sale or Lease: _____
- III. Advertisements:
• Dates: _____
• Methods: City Website For Sale sign posted
Listed with brokers Other (explain)
- III. Lease (if applicable)
• Term March 1, 2020 – August 31, 2022
• Rent \$4,291.76 base rent per month
• Options to renew Sept 1, 2022 – August 31, 2027
- IV. Method of Sale:
Sale by Realtor Request for Proposals
Request for Bids Negotiation
Exchange (explain, including Party, Property)
Adjacent Property Owner / Sidelot
Sale for Less than Fair Market Value: Public Purpose (see V below)
Other (explain)
- IV. Fair Market Value: _____
How Determined: MAI Appraisal; Date of Appraisal
- Appraisal ordered by: ☒ CITY or ☐ PURCHASER
Tax Assessor;
Broker's Letter of Value
Other;
- V. Sale/Lease for Public Purpose identified: N/A
Non-profit (name & purpose)
Public Entity (name & purpose)
- VI. Notice given to adjacent property owners: Yes No
If yes, date of notice: _____
- VII. Competing offers: Yes; (Explain)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

Mayor William S. Stimpson and Councilmember Joel Daves

Purpose and Scope of Project:

Recommendation to offer for sale City-owned property, 1350 Montlimar Dr., Mobile, AL 36602, (vacant land corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres). Please see location map, attached.

Amount of Contract:

NA

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Location Map	Exhibit	2/5/2020
Routing Form	Exhibit	2/5/2020

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Melton, Michelle	Approved	2/5/2020 - 4:20 PM
Legal	Kern, Chris	Approved	2/6/2020 - 9:52 AM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 10:27 AM

2020

RESOLUTION

Sponsored by William S. Stimpson, Mayor and Joel Daves, Councilmember

WHEREAS, the City of Mobile owns 1350 Montlimar Dr., Mobile, AL 36602 (the subject property), vacant land at the corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres; and

WHEREAS, the City is not utilizing the property and the current zoning for the property. Lot 1 is business (B-3) and Lot 2 is residential (R-1); and

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

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

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

Adopted:

City Clerk

PLEASANT VALLEY ROAD

ZONED B-3

LOT 1

APPROX. 2.97 ACRES

0.244 ACRES FROM STATE

0.028 ACRES FROM STATE

ZONED R-1

LOT 2

APPROX. 7.14 ACRES

MONTIMAR DRIVE

COTTAGE HILL ROAD

0.028 ACRES
FROM STATE

LOT 1
APPROX. 2.97 ACRES

LOT 2

APPROX. 7.14 ACRES

ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

I. Property Address: 1350 Montlimar Dr., Mobile, AL 36602 (vacant land corner of Montlimar Dr. and Pleasant Valley with two (2) parcels totaling 9.96 acres).

City Council District and Zoning: District 5, Joel Daves, Zoning Lot 1 B-3 and Lot 2 R-1

Sale or Lease: Vacant land sale

II. Acquisitions by City:

- How Originally purchased as one lot; West Montlimar Subdivision created September of 1993: Lot 1 (B-3 Zoning 2.97 ac), Lot 2 (R-1 zoning 7.14 ac). Six of the 9.96 (10+/-) acres are considered wetlands and four (4) are usable.
- When October 1, 1974.
- Special Circumstances (if applicable): N/A

III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Carleen Stout-Clark, Real Estate Officer

Sponsored by:

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

Purpose and Scope of Project:

Recommendation to offer for sale City-owned property, 2318 St. Stephens Rd., Mobile, AL 36602 –AKA- Old Toulminville Library (the subject property), a vacant 17,741 ± square ft. masonry building, located on a 75,316± square ft. parcel. Please see location map, attached.

Amount of Contract:

NA

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	2/5/2020
Location Map	Exhibit	2/5/2020
Routing Form	Exhibit	2/5/2020

REVIEWERS:

Department	Reviewer	Action	Date
Real Estate	Melton, Michelle	Approved	2/5/2020 - 4:21 PM
Legal	Kern, Chris	Approved	2/6/2020 - 9:54 AM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 10:27 AM

2020

RESOLUTION

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

WHEREAS, the City of Mobile owns 2318 St. Stephens Rd. –AKA- Old Toulminville Library (the subject property), a vacant 17,741 ± square ft. masonry building, located on a 75,316± square ft. parcel; and

WHEREAS, the City is not utilizing the property and the current zoning for the property is community business district (B-1); and

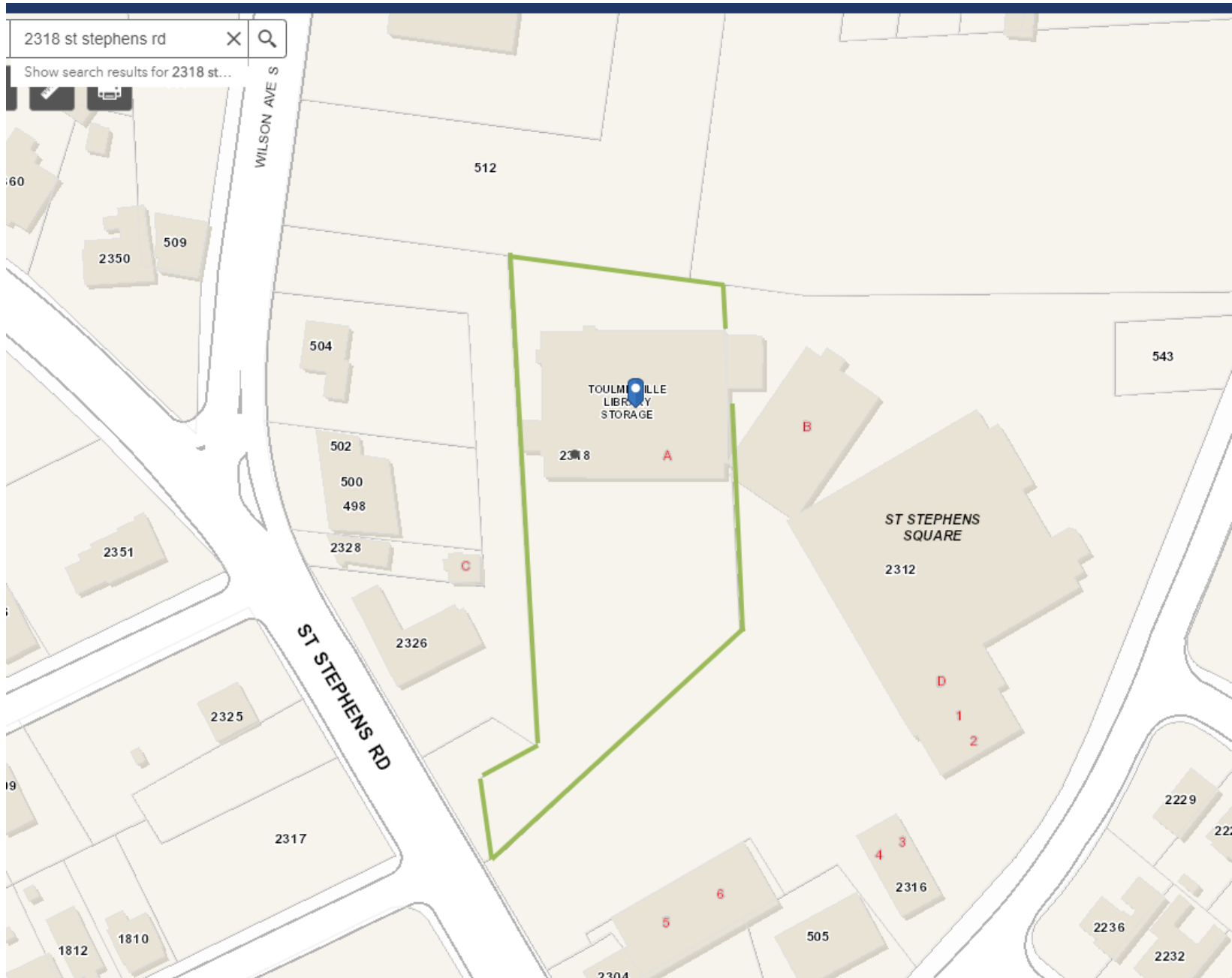
WHEREAS, the City would benefit from a sale of the property under favorable terms and conditions;

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

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

Adopted:

City Clerk



ROUTING FORM: RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY

- I. Property Address: 2318 St. Stephens Rd..
- City Council District and Zoning: District 1, Councilmember: Frederick D. Richardson, Jr.,
Zoning: Community Business (B-3).
- Sale or Lease: Sale of Building and Land.

- II. Acquisitions by City:
- How Purchased for Toulminville Branch Library.
 - When November 20, 1973
 - Special Circumstances (if applicable): _____

- III. Why Sale/Lease recommended: No longer needed for Public or Municipal Purposes



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution and attestation of the Settlement Agreement and Release of Claims arising out of the injury of Doris Baker, suffered on October 14, 2016, requiring the City to pay \$10,000.00 in return for a release of all of the Plaintiff's respective claims

Amount of Contract:

\$10,000.00

Effective Date of Contract:

2/11/2020

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:10049050-49160 - funding source

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Hill, Ashton	Approved	2/3/2020 - 2:46 PM
Budget	Sapp, Celia	Approved	2/4/2020 - 8:56 AM
Legal	Barfield, Becky	Approved	2/3/2020 - 3:46

Legal	Kern, Chris	Approved	PM 2/6/2020 - 9:50 AM
Legal	Kern, Chris	Approved	2/6/2020 - 9:50 AM
Mayors Office	Wesch, Paul	Approved	2/6/2020 - 10:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/11/2020 -
10:23 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 2:52
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

TRANSFER FUNDS FROM DISTRICT 7 - GINA GREGORY DISCRETIONARY ACCOUNT DSC-07 (10041020-4280) TO THE PARKS & RECREATION ACCOUNT #10002032-34497 TO ASSIST THE HILLSDALE COMMUNITY CENTER FOR THE ANNUAL MARDI GRAS PARADE ON FEBRUARY 21, 2020

Amount of Contract:

\$250.00

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	2/12/2020 - 12:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 1:56
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 2:08
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 2:10
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 1:58
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

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

2/13/2020 - 1:55
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - District 1 - Fred Richardson (cases)
Councilmember - District 2 - Levon Manzie (cases 2)
Councilmember - District 3 - C. J. Small (cases 11)
Councilmember - District 4 - John Williams (cases 3)
Councilmember - District 5 - Joel Daves (case 1)

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien Group #1603

Effective Date of Contract:

1/14/2020

Funding Source

Project # Weed Lien Group #1603

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Merchant, Mary Ann	Approved	1/9/2020 - 11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Lawrence L. Battiste, IV, Chief of Police

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

Approve award of special bonus to the Officer of the Month as part of the Mayor's Incentive Program, Noah Anderson, \$500.00 (sponsored by Mayor Stimpson) (submitted by Chief Lawrence L. Battiste, IV, Police Department).

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
Public Safety	Zirlott, Kim	Approved	2/12/2020 - 2:56 PM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Paul M. Sealy, Fire Chief

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

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

Amount of Contract:

500.00

Funding Source

Project #

Discretionary Funds

Project String 1100-1100-49320

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Sealy, Paul	Approved	2/12/2020 - 7:45 AM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON - GIVING \$ 500.00
COUNCILMEMBER LEVON MANZIE - GIVING \$ 500.00
COUNCILMEMBER C.J. SMALL - GIVING \$ 500.00
COUNCILMEMBER JOEL DAVES - GIVING \$ 500.00
COUNCILMEMBER BESS RICH - GIVING \$ 500.00
COUNCILMEMBER GINA GREGORY - GIVING \$ 500.00

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST IN THE CELEBRATION OF THE 100TH ANNIVERSARY OF THE PASSAGE ON THE 19TH AMENDMENT PROTECTING WOMEN'S RIGHT TO VOTE WITH A MARCH AND A FESTIVAL TO BE HELD ON SATURDAY, MARCH 14, 2020 BEGINNING AT BIENVILLE SQUARE AND ENDING IN THE MARDI GRAS PARK

Amount of Contract:

\$3,000.00

Funding Source

Project # DSC- 01; DSC-02; DSC-03; DSC-05;
DSC-06 AND DSC-07

Discretionary Funds DSC- 01; DSC-02; DSC-03;
DSC-05; DSC-06 AND 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
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Accounting Daniels, Bettye

Approved

2/12/2020 - 3:25
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER FRED RICHARDSON

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE TRINITY GARDENS ANNUAL BLACK HERITAGE PARADE TO BE HELD ON FEBRUARY 29, 2020

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	2/12/2020 - 12:15 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

To install lighting on the athletic field

Amount of Contract:

\$58,329.00

Funding Source

Project # Kidd Park - Athletic Field Lighting, PR-001-20

Discretionary Funds

Project String 20002000-48010

Contract Number:2639

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	2/11/2020 - 11:46 AM
Capital	McMillan, Marilyn	Approved	2/11/2020 - 4:58 PM
Legal	Hill, Ashton	Approved	2/11/2020 - 4:10 PM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson; Councilperson(s) Frederick D. Richardson, Jr., Levon C. Manzie, C.J.Small, John C. Williams, Joel Daves, Bess Rich, and Gina Gregory

Purpose and Scope of Project:

To accept contract with Sawgrass Consulting, LLC

Amount of Contract:

\$435,510.00

Funding Source

Project # RSF20

Project String 20002000-48020

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

Grant Funds

Discretionary Funds

Contract Number:2641

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/11/2020 - 3:34 PM
Capital	McMillan, Marilyn	Approved	2/11/2020 - 5:21 PM
Legal	Hill, Ashton	Approved	2/11/2020 - 4:40 PM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve the award of bids for Auto Parts and Janitorial Supplies.

Amount of Contract:

n/a

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer

Action

Date

Mayors
Office Wesch, Paul

Approved

2/10/2020 - 5:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve requisition for issuance of purchase order to Donohoo Chevrolet

Amount of Contract:

\$44,171.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200212 Donohoo Agenda Package POs	Cover Memo	2/12/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/13/2020 - 8:31 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>4299</u>	2020	(F7000) MOTOR POOL	2020 CHEVROLET TAHOE LT SUV (SEALED BID 5374)	\$44,171.00	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004299-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/03/20	293039	01/03/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID #5374 AND YOUR QUOTE TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS:	1.00	44171.00000	44171.00
	Additional Description Notes	EACH		
	2020 OR NEWER CHEVROLET TAHOE 4 DOOR SUV.			
	VENDOR TO PROVIDE 2020 CHEVROLET TAHOE LT 2WD. COLOR TO BE BLACK.			
	VENDOR IS TO ADD ADDITIONAL KEYS AND BODY SIDE MOLDING			
	VENDOR TO DELIVER VEHICLE TO CITY OF MOBILE MOBILE POOL AT 745 BROAD STREET, MOBILE, ALABAMA			
	CITY OF MOBILE PURCHASING AGENT TO SIGN ALL PAPERWORK INVOLVING THE VEHICLE TITLE.			
	AS PER MY BID #5374 AND YOUR QUOTE			
	Vendor Item			
	Inventory Item/Loc 724			
1	7000.40.20.0000.0000.0000.0000.47120.			
	E MP0CONT .VEHICLEEXP.			44171.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004299-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 2
--	---	--------

Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/03/20	293039	01/03/20			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 44171.00

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

Account	Amount	Remaining Budget
E MP0CONT .VEHICLEEXP.	44171.00	15338.82

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.0000.0000.47120.	44171.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	02/12/20	JOHN PAINE	GL Allocation changed
Approved	01/07/20	DIANE MCCARTY	
Queued	02/12/20	DIANE MCCARTY	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004299-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 3
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/03/20	293039	01/03/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
Pending	DONNA MICHELE STANLEY			
Pending	DONALD ROSE			
Pending	BOBBY IRBY			
Pending	JOHN PAINE			

Authorized By: _____ Date: _____
 Signature

Bid 5374

	Donoho	Automation	Lonnie Lobb Ford
SUV A	43,802	53,135 ⁵⁰	<u>52,512</u>
SUV A 4x4	46,750	55,889 ⁵⁰	<u>55,204</u>
SUV B.	37,856	54,468 ⁵⁰	<u>50,462</u>
	Tedoux	Explication	Explication

BID SHEET

This is Not an Order

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

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

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

Typed by: tajb Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2020	5374	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:30 A.M. Friday, January 31, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-3 ea.	SPORTS UTILITY VEHICLE 2020 Year or Newer Model 2WD Sports Utility Vehicle with equipment options as per the attached and following <u>MINIMUM</u> specifications: List "A" Chevrolet Tahoe or Equivalent. Make & Model_____ Furnish Literature and Specifications. Vehicle to be as per specification "A". Vehicle may be on the Lot or ordered. If on the Lot the City reserves the right to inspect the vehicle prior to awarding the bid. Upon award the City will purchase a minmum of one (1) SUV.					
	TOTAL					

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
				</		

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 All SUV's shall be delivered with four (4) Corner Strobe/ LED Warning Lights. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Placement of the four (4) Corner Switch shall be specified by the City. Optional Service Plans shall be National Plans. Service Plans shall not be restricted to one dealer only. Service Plans restricted to one dealer will not be accepted. Include Certificate of Title in your Bid price. The City reserves the right to inspect any vehicle bid prior to award. All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Under NO circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. Business License Required (See Instruction #14). Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

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By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be good for current model year bid. For additional information, contact: City of Mobile Purchasing Department, purchasing@cityofmobile.org THE ABOVE TO BE AWARDED ALL OR NONE. <u>Option:</u> Service Plan for vehicles for 5 years or 100,000 miles. Service Plan shall include all items to be serviced for 5 years or 100,000 miles as per owner's manual. The plans shall be National or Corporate plans. Plans with restriction to one Dealer are not acceptable and will be rejected. Price per vehicle _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS "A"

1 -3 – 2019 or Newer Chevrolet Tahoe or Equal 2WD 4DR Sports Utility Vehicle or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 5.3 Liter, V8, SIDI, Active Fuel Management.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheels – 20" X 9" Polished Aluminum.	☐	☐
4. Drive Type – Rear wheel drive.	☐	☐
5. Transmission – 6 Speed Automatic.	☐	☐
6. Color – Blue or Black.	☐	☐
7. Memory Settings – Recalls presets for driver power seat.	☐	☐
8. Seat Adjuster – Front passenger power.	☐	☐
9. Seats – Front, full feature bucket; 2 nd row rear bucket, manual configurable; 3 rd row 60/40 bench manual folding.	☐	☐
10. Floor Coverings – Carpeted, Color keyed.	☐	☐
11. Floor Mats – All-weather Color Keyed 1 st and 2 nd row.	☐	☐
12. Assist Steps.	☐	☐
13. Defogger – Rear Window, Electric.	☐	☐
14. Wipers – Front intermittent, rainsense.	☐	☐
15. Keyless entry remote – Three (3) fully functional keyless remotes with each vehicle.	☐	☐
16. Remote engine starting package.	☐	☐
17. Power Windows.	☐	☐
18. Power Door Locks.	☐	☐
19. Moldings – Body Side, Color Keyed.	☐	☐
20. GVW Rating – 7100 Lbs.	☐	☐

21. Climate Control – Electronic Multi-zone.	_____	_____
22. Mirror – Electro-chromatic.	_____	_____
23. Mirrors – O/S Power Heated.	_____	_____
24. Locking Differential – Rear.	_____	_____
25. Rear Axle 3.08 Ratio.	_____	_____
26. Interior – Leather.	_____	_____
27. Radio – Nav, 8” Color Screen, Bluetooth w/USB Port. Sirius XM Satellite Radio capable	_____	_____
28. Pedals – Power Adjustable.	_____	_____
29. Cruise Control.	_____	_____
30. Cooler, Engine Oil.	_____	_____
31. Alternator – 150 AMP.	_____	_____
32. 110 Volt Electrical Receptacle, In Cab.	_____	_____
33. Transmission Cooling System.	_____	_____
34. Steering Column – Manual Tilt & Telescoping.	_____	_____
35. Tires P275/55R20. All Season, Blackwall.	_____	_____
36. Tire Spare P275/55R20 All Season, Blackwall.	_____	_____
37. Spare Tire Lock.	_____	_____
38. Rear Lift Gate – Power.	_____	_____
39. Compact disc & MP3 Player.	_____	_____
40. Headlamps – Intellibeam.	_____	_____
41. High Definition Radio Reception.	_____	_____
42. Rear Parking Assist Sensors.	_____	_____
43. Lane Keep Assist/Departure Warning.	_____	_____
44. Driver info display.	_____	_____

- | | | |
|--|-------|-------|
| 45. OnStar or Equal Communication System. capable | _____ | _____ |
| 46. Sensor, Forward Collision Alert. | _____ | _____ |
| 47. Homelink or Equal Garage Door Opener. | _____ | _____ |
| 48. Low speed forward automatic braking. | _____ | _____ |
| 49. Radio Controls – Steering Wheel. | _____ | _____ |
| 50. Audio System – Bose Premium. | _____ | _____ |
| 51. Theft Protection System – Unauthorized Entry. | _____ | _____ |
| 52. Rear view Camera System. | _____ | _____ |
| 53. License Plate Front Mounting Hardware. | _____ | _____ |
| 54. OnStar 4G LTE or Equal Wi-Fi Hotspot. capacity | _____ | _____ |
| 55. Driver Alert Package. | _____ | _____ |
| 56. Trailerr Package. | _____ | _____ |
| 57. Paint Solid. | _____ | _____ |

SPECIFICATION "B"

1 -10- 2019 or Newer Chevrolet Tahoe 2WD 4DR Sports Utility Vehicle or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 5.0 Liter, V8, SIDI, Active Fuel Management.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheels – 20" X 9" Polished Aluminum.	☐	☐
4. Drive Type – Rear wheel drive.	☐	☐
5. Transmission – 6 Speed Automatic.	☐	☐
6. Color – Blue or Black.	☐	☐
7. Driver power seat.	☐	☐
8. Seat Adjuster – Front passenger power.	☐	☐
9. Seats – Front, full feature bucket; 2 nd row rear bucket, manual configurable; 3 rd row 60/40 bench manual folding.	☐	☐
10. Floor Coverings – Carpeted, Color keyed.	☐	☐
11. Floor Mats – All-weather Color Keyed 1 st and 2 nd row.	☐	☐
12. Assist Steps.	☐	☐
13. Defogger – Rear Window, Electric.	☐	☐
14. Wipers – Front intermittent, rain sense.	☐	☐
15. Keyless entry remote – Four (4) fully functional keyless remotes with each vehicle.	☐	☐
16. Remote engine starting package.	☐	☐
17. Power Windows.	☐	☐
18. Power Door Locks.	☐	☐
19. Moldings – Body Side, Color Keyed.	☐	☐
20. GVW Rating – 7100 Lbs.	☐	☐

21. Climate Control – Electronic Multi-zone.	_____	_____
22. Mirror – Electro-chromatic.	_____	_____
23. Mirrors – O/S Power Heated.	_____	_____
24. Federal Emissions.	_____	_____
25. Locking Differential – Rear.	_____	_____
26. Rear Axle 3.08 Ratio.	_____	_____
27. Interior – Cloth.	_____	_____
28. Radio – Nav, 8” Color Screen, Bluetooth w/USB Port. Sirius XM Satellite Radio Capable	_____	_____
29. Pedals – Power Adjustable.	_____	_____
30. Cruise Control.	_____	_____
31. Cooler, Engine Oil.	_____	_____
32. Alternator – 150 AMP.	_____	_____
33. 110 Volt Electrical Receptacle, In Cab.	_____	_____
34. Transmission Cooling System.	_____	_____
35. Steering Column – Manual Tilt & Telescoping.	_____	_____
36. Tires P275/55R20. All Season, Blackwall.	_____	_____
37. Tire Spare P275/55R20 All Season, Blackwall.	_____	_____
38. Spare Tire Lock.	_____	_____
39. Rear Lift Gate – Power.	_____	_____
40. Compact disc & MP3 Player.	_____	_____
41. Headlamps – Intellibeam.or equal	_____	_____
42. High Definition Radio Reception.	_____	_____
43. Rear Parking Assist Sensors.	_____	_____
44. Driver info display.	_____	_____

45. Low speed forward automatic braking.

46. Radio Controls – Steering Wheel.

47. Audio System – Bose Premium.

48. Theft Protection System – Unauthorized Entry.

49. Rear view Camera System.

50. License Plate Front Mounting Hardware.

51. Driver Alert Package.

52. Paint Solid.

53. Service Contract – Five (5) years to include all factory scheduled maintenance.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

John Paine, Purchasing

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To approve requisition for issuance of purchase order to Donohoo Chevrolet for 2020 Tahoe LS SUV

Amount of Contract:

\$38,275.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20200212 Donohoo2 Agenda Package POs	Cover Memo	2/12/2020

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Wesch, Paul	Approved	2/13/2020 - 8:31 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>4299</u>	2020	(F7000) MOTOR POOL	2020 CHEVROLET TAHOE LS SUV (SEALED BID 5374)	\$38,275.00	<u>(293039)</u> <u>DONOHOO</u> <u>CHEVROLET LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004562-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 CARTERD@CITYOFMOBILE.ORG Delivery Reference DIANE CARTER-MCCARTY Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/20	293039	01/08/20			MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
001	AS PER MY BID #5374 AND YOUR QUOTE TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes 2020 OR NEWER CHEVROLET TAHOE 4 DOOR SUV. VENDOR TO PROVIDE 2020 CHEVROLET TAHOE LS 2WD. COLOR TO BE BLACK. VENDOR IS TO ADD ADDITIONAL KEYS AND BODY SIDE MOLDING VENDOR TO DELIVER VEHICLE TO CITY OF MOBILE MOBILE POOL AT 745 BROAD STREET, MOBILE, ALABAMA CITY OF MOBILE PURCHASING AGENT TO SIGN ALL PAPERWORK INVOLVING THE VEHICLE TITLE. AS PER MY BID #5374 AND YOUR QUOTE Vendor Item Inventory Item/Loc 724	1.00 EACH	38275.00000	38275.00
1	7000.40.20.0000.0000.0000.0000.47120. E MP0CONT .VEHICLEEXP.			38275.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004562-00 FY 2020 Acct No: 7000.40.20.0000.0000.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor
 DONOHOO CHEVROLET LLC
 1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967

Tel#256-273-4862
 Fax 256-845-6974

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 CARTERD@CITYOFMOBILE.ORG

Delivery Reference
 DIANE CARTER-MCCARTY

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/08/20	293039	01/08/20			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 38275.00

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

Account	Amount	Remaining Budget
E MP0CONT .VEHICLEEXP.	38275.00	15338.82

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.0000.0000.47120.		

MOTOR POOL EXP	38275.00
VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
CCancelled	02/12/20	JOHN PAINE	GL Allocation changed
Queued	02/12/20	DIANE MCCARTY	GL Allocation changed
Pending		DONNA MICHELE STANLEY	GL Allocation changed

=====	=====
Bill To	Requisition 00004562-00 FY 2020
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3
=====	=====

Vendor
DONOHOO CHEVROLET LLC
1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967

Tel#256-273-4862
Fax 256-845-6974

Ship To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604
CARTERD@CITYOFMOBILE.ORG

Delivery Reference
DIANE CARTER-MCCARTY

Deliver To
MOTOR POOL
745 BROAD STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
01/08/20	293039	01/08/20			MOTOR POOL
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Pending	DONALD ROSE	GL	Allocation changed	
Pending	BOBBY IRBY	GL	Allocation changed	
Pending	JOHN PAINE	GL	Allocation changed	

Authorized By: _____ Date: _____
Signature

Bid 5374

	Donoho	Automation	Lonnie Lobb Ford
SUV A	43,802	53,135 ⁵⁰	<u>52,512</u>
SUV A 4x4	46,750	55,889 ⁵⁰	<u>55,204</u>
SUV B.	37,856	54,468 ⁵⁰	<u>50,462</u>
	Tedoux	Explication	Explication

BID SHEET

This is Not an Order

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

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

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

Typed by: tajb Buyer: 002

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/16/2020	5374	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 11:30 A.M. Friday, January 31, 2020

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 1-3 ea.	SPORTS UTILITY VEHICLE 2020 Year or Newer Model 2WD Sports Utility Vehicle with equipment options as per the attached and following <u>MINIMUM</u> specifications: List "A" Chevrolet Tahoe or Equivalent. Make & Model_____ Furnish Literature and Specifications. Vehicle to be as per specification "A". Vehicle may be on the Lot or ordered. If on the Lot the City reserves the right to inspect the vehicle prior to awarding the bid. Upon award the City will purchase a minmum of one (1) SUV.					
	TOTAL					

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 4 Appx. 1-2 ea. 2020 Year or Newer Model 4WD Sports Utility Vehicle with equipment options as per the attached and following MINIMUM specifications: "A" with the 4x4 Added. Chevrolet Tahoe or Equivalent. Make & Model _____ Furnish Literature and Specifications. The above Sports Utility shall be the same as specification "A" Except it shall have 4WD or 4x4 capacity. Upon award the City will purchase a minmum of One (1) Four (4) Wheel Drive (4WD) Sports Utility Vehicle. Appx. 1-10 2020 Year or Newer Model 2WD Sports Utility Vehicle with equipment options as per the attached and following <u>MINMUM</u> specifications "B". Chevrolet Tahoe or Equivalent. Make & Model _____ Furnish Literature and Specifications. Vehicle to be as per specification List "B". Upon awrd the City will purchase a minmum of One (1) SUV. Pricing for all vehicles above to be firm for the model year bid.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 4 All SUV's shall be delivered with four (4) Corner Strobe/ LED Warning Lights. NOTE: Front four (4) Corner Warning Lights shall NOT be installed in headlight/turn signal/parking light fixture. Any vehicle delivered with the front four corner warning lights installed in the headlight/turn signal/parking light fixtures will be refused and only accepted once vendor replaces the light fixture with the new ones. Placement of the four (4) Corner Switch shall be specified by the City. Optional Service Plans shall be National Plans. Service Plans shall not be restricted to one dealer only. Service Plans restricted to one dealer will not be accepted. Include Certificate of Title in your Bid price. The City reserves the right to inspect any vehicle bid prior to award. All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all must be delivered. Under NO circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool. Business License Required (See Instruction #14). Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 4 of 4 Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Pricing to be good for current model year bid. For additional information, contact: City of Mobile Purchasing Department, purchasing@cityofmobile.org THE ABOVE TO BE AWARDED ALL OR NONE. <u>Option:</u> Service Plan for vehicles for 5 years or 100,000 miles. Service Plan shall include all items to be serviced for 5 years or 100,000 miles as per owner's manual. The plans shall be National or Corporate plans. Plans with restriction to one Dealer are not acceptable and will be rejected. Price per vehicle _____					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

SPECIFICATIONS "A"

1 -3 – 2019 or Newer Chevrolet Tahoe or Equal 2WD 4DR Sports Utility Vehicle or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 5.3 Liter, V8, SIDI, Active Fuel Management.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheels – 20" X 9" Polished Aluminum.	☐	☐
4. Drive Type – Rear wheel drive.	☐	☐
5. Transmission – 6 Speed Automatic.	☐	☐
6. Color – Blue or Black.	☐	☐
7. Memory Settings – Recalls presets for driver power seat.	☐	☐
8. Seat Adjuster – Front passenger power.	☐	☐
9. Seats – Front, full feature bucket; 2 nd row rear bucket, manual configurable; 3 rd row 60/40 bench manual folding.	☐	☐
10. Floor Coverings – Carpeted, Color keyed.	☐	☐
11. Floor Mats – All-weather Color Keyed 1 st and 2 nd row.	☐	☐
12. Assist Steps.	☐	☐
13. Defogger – Rear Window, Electric.	☐	☐
14. Wipers – Front intermittent, rainsense.	☐	☐
15. Keyless entry remote – Three (3) fully functional keyless remotes with each vehicle.	☐	☐
16. Remote engine starting package.	☐	☐
17. Power Windows.	☐	☐
18. Power Door Locks.	☐	☐
19. Moldings – Body Side, Color Keyed.	☐	☐
20. GVW Rating – 7100 Lbs.	☐	☐

21. Climate Control – Electronic Multi-zone.	_____	_____
22. Mirror – Electro-chromatic.	_____	_____
23. Mirrors – O/S Power Heated.	_____	_____
24. Locking Differential – Rear.	_____	_____
25. Rear Axle 3.08 Ratio.	_____	_____
26. Interior – Leather.	_____	_____
27. Radio – Nav, 8” Color Screen, Bluetooth w/USB Port. Sirius XM Satellite Radio capable	_____	_____
28. Pedals – Power Adjustable.	_____	_____
29. Cruise Control.	_____	_____
30. Cooler, Engine Oil.	_____	_____
31. Alternator – 150 AMP.	_____	_____
32. 110 Volt Electrical Receptacle, In Cab.	_____	_____
33. Transmission Cooling System.	_____	_____
34. Steering Column – Manual Tilt & Telescoping.	_____	_____
35. Tires P275/55R20. All Season, Blackwall.	_____	_____
36. Tire Spare P275/55R20 All Season, Blackwall.	_____	_____
37. Spare Tire Lock.	_____	_____
38. Rear Lift Gate – Power.	_____	_____
39. Compact disc & MP3 Player.	_____	_____
40. Headlamps – Intellibeam.	_____	_____
41. High Definition Radio Reception.	_____	_____
42. Rear Parking Assist Sensors.	_____	_____
43. Lane Keep Assist/Departure Warning.	_____	_____
44. Driver info display.	_____	_____

- | | | |
|--|-------|-------|
| 45. OnStar or Equal Communication System. capable | _____ | _____ |
| 46. Sensor, Forward Collision Alert. | _____ | _____ |
| 47. Homelink or Equal Garage Door Opener. | _____ | _____ |
| 48. Low speed forward automatic braking. | _____ | _____ |
| 49. Radio Controls – Steering Wheel. | _____ | _____ |
| 50. Audio System – Bose Premium. | _____ | _____ |
| 51. Theft Protection System – Unauthorized Entry. | _____ | _____ |
| 52. Rear view Camera System. | _____ | _____ |
| 53. License Plate Front Mounting Hardware. | _____ | _____ |
| 54. OnStar 4G LTE or Equal Wi-Fi Hotspot. capacity | _____ | _____ |
| 55. Driver Alert Package. | _____ | _____ |
| 56. Trailerr Package. | _____ | _____ |
| 57. Paint Solid. | _____ | _____ |

SPECIFICATION "B"

1 -10- 2019 or Newer Chevrolet Tahoe 2WD 4DR Sports Utility Vehicle or equivalent as per the following **MINIMUM** specifications:

	Yes	No
1. Engine – 5.0 Liter, V8, SIDI, Active Fuel Management.	☐	☐
2. Fuel Type – Gasoline.	☐	☐
3. Wheels – 20" X 9" Polished Aluminum.	☐	☐
4. Drive Type – Rear wheel drive.	☐	☐
5. Transmission – 6 Speed Automatic.	☐	☐
6. Color – Blue or Black.	☐	☐
7. Driver power seat.	☐	☐
8. Seat Adjuster – Front passenger power.	☐	☐
9. Seats – Front, full feature bucket; 2 nd row rear bucket, manual configurable; 3 rd row 60/40 bench manual folding.	☐	☐
10. Floor Coverings – Carpeted, Color keyed.	☐	☐
11. Floor Mats – All-weather Color Keyed 1 st and 2 nd row.	☐	☐
12. Assist Steps.	☐	☐
13. Defogger – Rear Window, Electric.	☐	☐
14. Wipers – Front intermittent, rain sense.	☐	☐
15. Keyless entry remote – Four (4) fully functional keyless remotes with each vehicle.	☐	☐
16. Remote engine starting package.	☐	☐
17. Power Windows.	☐	☐
18. Power Door Locks.	☐	☐
19. Moldings – Body Side, Color Keyed.	☐	☐
20. GVW Rating – 7100 Lbs.	☐	☐

21. Climate Control – Electronic Multi-zone.	_____	_____
22. Mirror – Electro-chromatic.	_____	_____
23. Mirrors – O/S Power Heated.	_____	_____
24. Federal Emissions.	_____	_____
25. Locking Differential – Rear.	_____	_____
26. Rear Axle 3.08 Ratio.	_____	_____
27. Interior – Cloth.	_____	_____
28. Radio – Nav, 8” Color Screen, Bluetooth w/USB Port. Sirius XM Satellite Radio Capable	_____	_____
29. Pedals – Power Adjustable.	_____	_____
30. Cruise Control.	_____	_____
31. Cooler, Engine Oil.	_____	_____
32. Alternator – 150 AMP.	_____	_____
33. 110 Volt Electrical Receptacle, In Cab.	_____	_____
34. Transmission Cooling System.	_____	_____
35. Steering Column – Manual Tilt & Telescoping.	_____	_____
36. Tires P275/55R20. All Season, Blackwall.	_____	_____
37. Tire Spare P275/55R20 All Season, Blackwall.	_____	_____
38. Spare Tire Lock.	_____	_____
39. Rear Lift Gate – Power.	_____	_____
40. Compact disc & MP3 Player.	_____	_____
41. Headlamps – Intellibeam.or equal	_____	_____
42. High Definition Radio Reception.	_____	_____
43. Rear Parking Assist Sensors.	_____	_____
44. Driver info display.	_____	_____

45. Low speed forward automatic braking.

46. Radio Controls – Steering Wheel.

47. Audio System – Bose Premium.

48. Theft Protection System – Unauthorized Entry.

49. Rear view Camera System.

50. License Plate Front Mounting Hardware.

51. Driver Alert Package.

52. Paint Solid.

53. Service Contract – Five (5) years to include all factory scheduled maintenance.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Nick Amberger, PE
City Engineer

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To accept amended contract with Neel Schaffer

Funding Source

Project # C0391

Project String 20002000-48020

Budget Amendment **REDUCE** **INCREASE** \$360,000.00

Grant Funds

Discretionary Funds

Contract Number:1928

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	2/6/2020 - 1:12 PM
Capital	McMillan, Marilyn	Rejected	2/6/2020 - 3:41 PM
Engineering	Amberger, Nick	Approved	2/6/2020 - 4:23 PM
Capital	McMillan, Marilyn	Approved	2/6/2020 - 4:40 PM
Legal	Hill, Ashton	Approved	2/11/2020 - 10:55 AM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Kimberly Harden, Director of Architectural Engineering Department

Sponsored by:

Councilmember Manzie and Mayor Stimpson

Purpose and Scope of Project:

For Professional Services

Amount of Contract:

\$16,000.00

Funding Source

Project # Ladd-Peebles Stadium - Walking Trail, PR-081-19 **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**2638

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

Grant Funds **Matching Funds**

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Harden, Kim	Approved	2/11/2020 - 11:46 AM
Capital	McMillan, Marilyn	Approved	2/11/2020 - 4:48 PM
Legal	Hill, Ashton	Approved	2/11/2020 - 3:56 PM
Mayors Office	Wesch, Paul	Approved	2/13/2020 - 8:30 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:2/18/2020

Submitted by:

Chief Jeremy Lami, MFRD

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Contract with Life Extension Clinics for medical exam and screening services for Mobile Fire Rescue Department.

Amount of Contract:

NTE \$250,000 per year for 3 years

Funding Source

Project #

Project String 10041522042140

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

Grant Funds G-FDAFG18

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Agenda Package Life Scan Mobile AL Agreement	Cover Memo	2/12/2020

REVIEWERS:

Department	Reviewer	Action	Date
Public Safety	Barber, James	Approved	2/13/2020 - 9:10 AM
Budget	Sapp, Celia	Approved	2/13/2020 - 10:42 AM
Legal	Hill, Ashton	Approved	2/13/2020 - 10:46 AM
Legal	Hill, Ashton	Approved	2/13/2020 - 11:05 AM
Mayors			2/13/2020 - 2:22

Office

Wesch, Paul

Approved

PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the 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 Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, in the amount not to exceed \$250,000 per year, for three years, for medical screening exam services, as outlined in the contract attached hereto and made a part hereof as though set forth in full.

A copy of said contract is on file in the Office of the City Clerk.

Adopted:

City Clerk



City of Mobile

First Responder Medical Screening 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 Life Extension Clinics, Inc., doing business as Life Scan Wellness Centers, (hereinafter "Contractor"), a for profit company organized under the laws of the State of Florida.

WHEREAS, the City desires to obtain medical screening exam services for City of Mobile Fire and Rescue Department first responders, and

WHEREAS, the City has determined that Contractor is especially qualified to 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 description, location, frequency and lump sum cost or unit price of the Services are as set out in **Exhibit A**, Scope of Work, 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 for three years. The City and Contractor agree that the City is not required to exclusively rely on Contractor for these or similar services during the term of the Agreement.

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**, or as otherwise negotiated based on the nature of Contractor's work. Evidence of such insurance shall be included as **Exhibit B** to this contract.

ARTICLE 5. 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 6. 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 gross 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 7. 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 8. 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 9. Licenses, permits, etc.: Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. 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 10. 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 11. 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 12. 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. 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. The Contractor agrees and understands that the funding of this contract is solely provided from the General Fund of the City of Mobile. If, at any time during the City's fiscal year, actual revenues of the City decrease below that amount which has been projected by the City to sustain the operating budget of the City, this contract may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this contract, the City of Mobile shall maintain the right to terminate this contract upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

ARTICLE 13. 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 14. Notices. Notice for the City shall be mailed to:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

Notices to Contractor shall be mailed to:
Life Extension Clinics, Inc.
D/B/A Life Scan Wellness Centers
1011 North MacDill Avenue
Tampa, FL 33607

ARTICLE 15. Compliance with Alabama Immigration Law

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

ARTICLE 16. Boycotts

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

ARTICLE 17. 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 CFO (title)
On behalf of Contractor

2/12/2020 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

EXHIBIT A: Scope of Work

EXHIBIT B: Insurance

EXHIBIT A: STATEMENT OF WORK

1. Exam Requirements.

Contractor will carry out comprehensive medical exams for Mobile Fire Rescue Firefighters that include a health risk assessment and a complete medical history review to determine any health conditions that would prevent, or could be aggravated by, the employee performing their duties. The medical history shall also include any significant changes, job related exposures and new symptoms since the previous medical evaluation. The services to be provided will consist of the following tasks, unless the City agrees to exempt certain tasks for specific exams, at unit prices indicated in paragraph 6:

A. Annual Firefighter Physical Exam according to NFPA 1582 that consists of:

- 1) Hands on Physical Exam
- 2) Vision Exam (Titmus)
- 3) Vital Signs
- 4) Occupational Hearing Exam
- 5) Behavioral Health and Sleep Assessment Screenings
- 6) Personal Consultation with review of testing results
- 7) Cardio Pulmonary Assessment that consists of:
 - a. Treadmill Stress Test with EKG
 - b. Echocardiogram (Hearth Ultrasound)
 - c. Resting EKG
 - d. Carotid Arteries Ultrasound
 - e. Aortic Aneurysm Ultrasound
 - f. Pulmonary Function Test (Spirometry)
- 8) Blood Tests including
 - a. Urinalysis
 - b. Lipid Panel
 - c. Diabetes Tests (Hemoglobin A1C and Glucose)
 - d. Complete Blood Count
 - e. Comprehensive Metabolic Panel
 - f. Thyroid Panel
 - g. Testosterone (men)
- 9) Fitness Evaluation conducted according to NFPA 1583 – WFI Guidelines and consisting of the following elements:
 - a. Muscular Strength and Endurance Evaluation
 - b. Aerobic Endurance Evaluation (VO2 Max Calc)
 - c. Flexibility Evaluation
 - d. Nutrition and Diet Recommendations
 - e. Personal Fitness Recommendations
 - f. Body Weight and Composition

B. Cancer and Disease Assessment

- 1) Thyroid Ultrasound

- 2) Liver, Pancreas, Gall Bladder, Kidneys, and Spleen Ultrasound (Internal Organs)
- 3) Pelvic Ultrasound for Women (external)
- 4) Testicular and Prostate (Men) Ultrasound
- 5) CA 125 Ovarian Cancer Screening (Women)
- 6) PSA Prostate Cancer Screening (Men)
- 7) Bladder Ultrasound
- 8) Hemocult Test
- 9) Skin Cancer Screening

C. As requested by the City, and at unit pricing, Contractor will offer the following additional tests, procedures, and immunizations:

- 1) QuantiFeron Gold TB Blood Test
- 2) Hepatitis Vaccines each shot (B-3 shot series)
- 3) Hep B Titers (as needed)
- 4) Hep B Virus Screening Test
- 5) Tetanus Titer
- 6) Tdap Vaccine

2. Service Standards

A. Contractor will exercise generally accepted professional standards applicable to medical diagnosis and treatment in the State of Alabama.

B. Contractor will provide accurate results using lab facilities meeting Clinical Laboratory Improvement Act (CLIA) and College of American Pathologists (CAP) accreditation standards, or equivalent.

C. Contractor to provide individual consultations to review test results and provide recommendations for medical interventions and behavioral and training modifications within two weeks of exam completion.

D. Contractor to provide phone notification within 24 hours if found to be not fit for duty.

E. Contractor to provide department-wide recommendations for programs and training to reduce the chance of injury and illness.

F. Contractor to conduct testing and consultations in a reasonably accessible location in a convenient manner for the department and firefighters designed to induce the greatest voluntary level of participation in program testing and the least inconvenience to department operations.

G. Contractor to market program services and benefits to target population to encourage maximum participation.

H. Contractor will securely collect, compile, store, and communicate program data relating to the employee's annual physical and.

- 1) Provide results of the exam in confidential, patient friendly format to individual firefighters in a manner consistent with AMA Ethics Opinion 2.1.5, or equivalent.
- 2) Transmit results, as requested by firefighters to the firefighter's personal physician for follow-on treatment.
- 3) Provide PPD, Hepatitis A, B and C results additionally to the City's Risk Manager and MFRD Health and Safety Officer.
- 4) Not sell or market any personal or protected health information or any aggregate collected information without the specific approval of the City.
- 5) Provide non-personally identifiable cross-population results regarding general health measures and trends to the MFRD Health and Safety Officer

I. Contractor will provide physical exam results that reveal conditions that dictate further testing or treatment to the employee for follow-up with the employee's own physician, and Risk Management (Worker's Compensation) if necessary.

J. Contractor will ensure that Final Evaluations will be reviewed and signed by a Alabama licensed MD, DO, ARNP or PA under the supervision of a Board Certified Medical Director licensed in Alabama.

K. Contractor will observe the following quality standards to maintain a safe environment free of hazards and reduce risk of injuries for patients and employees.

- 1) Processes for employee safety and security: Contractor will provide for its employees new employee orientation and education program and annual recurrent training that addresses Safety Procedures:
 - i. Blood borne pathogen policy
 - i. Biohazard waste policy
 - ii. Equipment
- 2) Contractor will employ processes and procedures for facilities and equipment security: Life Scan will coordinate with the on-site facility manager to determine what Mobile Fire Rescue Department procedures and processes are for specific site as well as best manner to secure equipment during program.
- 3) Contractor will develop and implement an Emergency Preparedness Plan: Life Scan will coordinate with the on-site facility manager to determine what Fire Department procedures and processes are for specific site.
- 4) Contractor will provide effective Safety Equipment: Life Scan will routinely maintain and test all equipment. Any equipment utilized will be tested prior to program start on-site.
- 5) Contractor will report to Risk Management regarding accidents and/or damages: Life Scan management will receive any accident or damage reports and report them directly to Life Scan and the City.
- 6) Contractor will maintain Records Confidentiality and Security: Life Scan will maintain patient records on a secure facility at the corporate headquarters. Life Scan will store all patient records in a secure facility in their corporate

office with access limited to authorized Life Scan employees. Life Scan will follow all HIPPA, State, and local guidelines regarding patient confidentiality and will review the process with Mobile Fire Rescue Department prior to scheduling.

- 7) Contractor will provide Patients a copy of their medical records on the day of their physical exam and will have access to records when requested through the secure Life Scan link.

3. Implementation and Scheduling

A. Contractor will provide exams and services in several scheduled concentrated multi-day service sessions sufficient to annually examine and service up to 400 firefighters. Actual frequency and duration of on-site sessions will be coordinated between Contractor and City dependent upon voluntary participation by firefighters, and may be significantly less than 400 firefighters in any one year.

B. City will provide Contractor 3-4 Rooms to accommodate the following components:

- 1) Physical exam
- 2) Audiometry testing area with minimal noise
- 3) Cardiopulmonary/Fitness evaluations
- 4) Ultrasound Exams

C. Set-up, equipment, and associated costs will be the responsibility of Life Scan Wellness.

D. On-site location, space, treadmill, and overhead will be provided by the City of Mobile Fire Rescue Department.

E. Life Scan Wellness equipment maintenance will be performed by Life Scan Wellness and will be kept clean and sanitized. All equipment will be kept in optimal working order or repaired/replaced within a reasonable time frame. Life Scan Wellness will maintain backup of all equipment as well as service contracts to ensure timely replacement as needed.

F. Contractor commits that all equipment used will be state of the art and owned by Life Scan Wellness. The equipment is portable and easily set up by the Life Scan Wellness staff.

G. Contractor will bring portable exam tables as well as all the equipment necessary to completely provide the comprehensive medical and fitness exams, except that the City will provide the treadmill. Contractor will provide the following specific equipment:

- 1) Ultrasound Units: Terason
- 2) EKG Stress Units: Welch Allyn, Laptop computer based

- 3) Audiometry Equipment: Welch Allyn audiometer (soundproof booth not included)

H. Contractor will schedule services as approved by the City

- 1) Each physical exam will require approximately 3 hours.
- 2) Three (3) patients will rotate between the three (3) components of the physical (ultrasound, Physical, and cardiopulmonary/fitness).
- 3) Contractor will schedule Blood Draws 2-5 weeks prior to physicals
 - a) On-site at location(s) provided by the City
 - b) Properly licensed LabCorp Patient Services Centers will provide services.
 - c) Phlebotomists will be certified technicians.

4. Reporting

A. Contractor will provide employees copies of his Life Scan examination and test results on the day of their Life Scan exam to include a summary form, lab results, EKG, exercise data, ultrasound reports and images of abnormal studies, patient educational handouts, and personal wellness plan.

B. Contractor will provide Mobile Fire Rescue Department TB, Hepatitis A, B, and C results to the City Risk Manager and MFRD Health and Safety Officer.

5. Insurance

A. Contractor shall file certificates of insurance with the City of Mobile naming the City of Mobile as an additional insured. Insurance coverage shall include Comprehensive General Liability Coverage for Bodily Injury (\$300,000/person, \$500,000/occurrence), and for Property damage (\$100,000/occurrence); Automobile Liability of \$500,000 bodily/property per occurrence), and Commercial General or Umbrella Liability of \$1,000,000/occurrence, issued by a company licensed to do business in Alabama, and naming the City of Mobile as an additional insured.

B. An insurance policy may not be modified or cancelled without 30 days' prior notice to the City of Mobile. The insurance company shall be licensed in this state, or in the state in which the insurance is purchased, with the name of a designated agent for service filed in the office of the Secretary of State.

6. Billing and payment:

Contractor will invoice City monthly in arrears based on the services provided the month just completed. Invoices will be itemized to reflect the services provided. Care will be taken minimize personally identifiable information to maintain patient confidentiality in any invoices provided to City. Invoiced services will be at the rates indicated in the following tables:

MOBILE FIRE DEPARTMENT
Life Scan Wellness Centers 2020

Physical Exam

\$345.00

Hands-On Physical Exam per NFPA 1582
Vision Exam (Titmus)
Occupational Hearing Exam
Behavioral Health and Sleep Assessment Screenings
Personal Consultation with review of testing results

Cardiopulmonary Assessment

Echocardiogram (Heart Ultrasound)
Resting EKG
Treadmill Stress Test with EKG
Carotid Arteries Ultrasound
Aortic Aneurysm Ultrasound
Pulmonary Function Test

Blood Tests

Urinalysis
Lipid Panel
Diabetes Tests (Hemoglobin A1C and Glucose)
Complete Blood Count
Comprehensive Metabolic Panel
Thyroid Panel
Testosterone (men)

Fitness Evaluation (NFPA 1583 ~WFI Guidelines)

Muscular Strength and Endurance Evaluation
Aerobic Endurance Evaluation (VO2 Max Calc)
Flexibility Evaluation
Nutrition and Diet Recommendations
Personal Fitness Recommendations
Body Weight and Composition

Life Scan Wellness Centers 2020

Cancer Screenings

\$205.00

Thyroid Ultrasound
Liver, Pancreas, Gall Bladder, Spleen, & Kidney Ultrasounds
Bladder Ultrasound
Pelvic Ultrasound for Women (external)
Prostate and Testicular Ultrasound for Men
PSA Prostate Cancer Screening (Men)
CA 125 Ovarian Cancer Screening (Women)
Hemoccult (Colon Cancer Screening)
Skin Cancer Screening

Life Scan Wellness Centers 2020 Vaccines/Infectious Disease	
QuantiFeron Gold TB Blood Test	\$ 65.00
Hepatitis B Titer	\$25.00
Hepatitis B Screening (Optional If not immune)	\$50.00
Hepatitis B Vaccine (Shot 1 of the 3 shot series)	\$60.00
Tetnus Titer	\$30.00
Tdap Vaccine	\$30.00

7. Additional clauses for compliance with federal grant funding.

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

B. **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.

C. **NON-DEBARMENT CERTIFICATION.** Contractor certifies that it, 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.

D. 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.

E. 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. 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.

9. 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.

EXHIBIT B

INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/11/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER O. E. Wilson Insurance, Inc. 1475 Belcher Rd S Largo FL 33771		CONTACT NAME: Cinda Groves PHONE (A/C, No, Ext): (727) 535-0524 E-MAIL ADDRESS: cinda@oewilson.com FAX (A/C, No): (727) 536-9828	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Auto-Owners Insurance Company	
		INSURER B: Admiral Insurance Company	
		INSURER C: Transportation Insurance Company	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED Life Extension Clinics, Inc. DBA Life Scan Wellness Centers 1011 N. Macdill Ave Tampa FL 33607	NAIC # 18988 24856 12408
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	062312-20690745	11/10/2019	11/10/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X	X	4159162800	09/18/2019	09/18/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	X	X	41-591-628-01	11/10/2019	11/10/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
C	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	N/A	WC 6 56600287	11/29/2019	11/29/2020	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Medical Professional Liability Retroactive Date: 5/31/2001			EO000037691-03	05/31/2019	05/31/2020	2,000,000 Aggregate 2,000,000 Each Claim

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

Certificate holder is additional insured on the general liability with respect to work performed by insured.

Medical Professional Liability Additional Coverages:

Sexual Abuse \$1,000,000 Each Claim/\$1,000,000 Aggregate

Network Security & Data Privacy Liability \$1,000,000 Each Claim/\$1,000,000 Aggregate

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
Mobile Fire-Rescue Department
701 Saint Francis St
Mobile, AL 36602

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

Dany I Wilson ^{<SK>}