



AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, August 27, 2024, 10:30 AM

1. CALL TO ORDER

2. INVOCATION

Reverend Lenn Chilton

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. STATEMENT OF RULES BY COUNCIL PRESIDENT

6. APPROVAL OF MINUTES

August 20, 2024

7. COMMUNICATIONS FROM THE MAYOR

8. MONTHLY FINANCE REPORT

9. ADOPTION OF THE AGENDA

10. APPEALS

Request of Stacey Yawn for a waiver of the Noise Ordinance at Cathedral Square on September 7, 2024, from 4:00 p.m. - 8:00 p.m. (District 2)

Request of Leo Ferreira for a waiver of the Noise Ordinance at Mardi Gras Park on September 14, 2024, from 12:00 p.m. - 5:00 p.m. (District 2).

Request of Jack Slate for a waiver of the Noise Ordinance at 540 Texas Street on October 19, 2024, from 2:00 p.m. - 8:00 p.m. (District 2).

Request of D. Wayne Bumpers for a waiver of the Noise Ordinance at 28 S. Reed Avenue on October 19, 2024, from 6:00 p.m. - 10:00 p.m. (District 2).

Request of Elaine Henderson for a waiver of the Noise Ordinance at Cathedral Square on March 22, 2025, from 10:00 a.m. - 2:00 p.m. (District 2).

Request of Ethan Hubbell for a waiver of the Noise Ordinance at Mobile Skate Plaza on October 24, 2024, from 7:00 p.m. - 9:30 p.m. (District 5)

Request of Tim Becker for a waiver of the Noise Ordinance at Matthews Park on February 28, 2025, from 3:00 p.m. - 9:00 p.m. (District 5).

Request of Tim Becker for a waiver of the Noise Ordinance at Matthews Park on March 1, 2025, from 10:00 a.m. - 4:00 p.m. (District 5).

11. PUBLIC HEARINGS

Public hearing to consider the application of Safe Ride Transport, Inc. to operate a sedan service.

12. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael MacFarland - Comments about the conduct of the Mobile Police Department.

Kenny Owen - Concerns about the cut-through traffic problem on Mohawk Street.

Rena Chapa - Remarks about public safety in Mobile.

Marvin Charles Lue - Creating opportunities for underserved communities.

Jerome McNeil - Lack of affordable housing in the inner City.

Timothy Hollis - Capital improvement, road repairs, utility companies and responsibility.

13. ORDINANCES HELD OVER

64-048 Rezone property located at the south side of Kooiman Road, 1,237' west of Todd Acres Drive (Sponsored by Councilmember Reynolds).

83-049 Ordinance to annex certain property into the corporate limits of the city of Mobile (sponsored by Mayor Stimpson) (submitted James Barber, Chief of Staff).

14. CIP RESOLUTIONS HELD OVER

21-794 Authorize contract with Parten Smith, Inc. for Parking & ADA Improvements at Westside Park; \$260,000.00 (sponsored by Mayor Stimpson and Councilmember Woods) (submitted by Cassie Boatwright, REAM).

15. CONSENT RESOLUTIONS HELD OVER

40-558 Declare the structure at 112 Bush Avenue a public nuisance and order it demolished (sponsored by Councilmember Carroll).

16. RESOLUTIONS HELD OVER

01-761 Authorize agreement with Mobile County and Spring Hill College to expand and equip existing campus with Health and Science Innovation Center (sponsored by Mayor Stimpson) (submitted by Ricardo Woods).

14-775 Approve an application seeking permission to incorporate a Capital Improvement Cooperative District and authorizing such incorporation (sponsored by Councilmember Carroll) (submitted by Michael Linder, Council Attorney).

01-795 Authorize agreement for grant participation from Southwest Alabama Regional Highway Safety Office for Community Traffic Safety Program (sponsored by Mayor Stimpson) (submitted by William Jackson, Grants Mgmt.).

08-796 Approve purchase Order to CDW Government LLC for annual renewal of network server management software of MIT; \$34,682.88 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-797 Approve purchase Order to GT Distributors of Georgia Inc. for Respirator kits for MPD; \$33,640.00 (sponsored by Mayor Stimpson) (submitted by John Paine,

Purchasing Dept.).

08-798 Approve purchase Order to Shaw Integrated and Turf Solutions, Inc. to replace flooring for Cruise Terminal lobby areas; \$44,537.41 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-799 Approve purchase Order to Trantex Transportation Products of Texas, Inc. for Traffic speed cushions for Traffic Engineering; \$79,805.25 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-800 Approve purchase Order to Sunbelt Fire Inc. for fire bunker gear for MFRD; \$69,750.00 (sponsored by Mayor Stimpson) (submitted John Paine, Purchasing Dept.).

37-801 Consider the application of Johnson & Johnson Way To Go to operate a sedan and shuttle service (submitted by Lisa C. Lambert, City Clerk).

37-802 Consider the application of Community Care & Transportation, LLC to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

17. CONSENT RESOLUTIONS BEING INTRODUCED

03-805 Appoint Alvin Garvin to the Advisory Commission on the Disabled (sponsored by Councilmember Carroll) (submitted by Lisa C. Lambert, City Clerk).

58-806 Assess costs for removal of weeds, Repeat Lien Group 1655.

60-807 Determine an appropriation to the Mobile Law Enforcement Foundation, Inc. serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-808 Determine an appropriation to P.L. Wilson Detachment of the Marine Corps League, Incorporated serves a public purpose and approve payment (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

60-809 Determine an appropriation to Lillie B. Williamson High School Class of 1994 serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-810 Determine an appropriation to the Toulminville-Warren Street United Methodist Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-811 Determine an appropriation to St. Stephens Road Love Ministries serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-812 Determine an appropriation to The Village of Spring Hill, Inc. serves a public purpose and approve payment (sponsored by Councilmember Daves) (submitted by Donna Bryars, Accounting Dept.).

60-813 Determine an appropriation to Olive J. Dodge Elementary School serves a public purpose and approve payment (sponsored by Councilmember Woods) (submitted by Donna Bryars, Accounting Dept.).

60-814 Determine an appropriation to The Child Advocacy Center, Inc. serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

60-815 Determine an appropriation to Downtown Mobile District Management Corporation serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-816 Approve award of special bonus to the Firefighter of the Month; Brown (sponsored by Mayor Stimpson) (submitted by Johnny Morris, Jr., Fire Chief).

60-817 Approve award of special bonus to the City Clerk's Office Employee of the Month; Boxley (sponsored by Mayor Stimpson) (submitted by Lisa Lambert, City Clerk).

18. CIP RESOLUTIONS BEING INTRODUCED

08-830 Approve purchase order to Gametime for playground equipment for Crawford-Murphy Park; \$186,913.67 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

19. RESOLUTIONS BEING INTRODUCED

01-818 Authorize agreement with Jaguar Consulting, LLC for HVAC upgrades at the History Museum of Mobile; \$45,425.00; (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Cassie Boatwright, REAM).

01-819 Authorize addendum to agreement with Samsara, Inc. for drivecams and increase purchase amount; NTE \$800,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

01-820 Authorize agreement with E. Cornell Malone Corporation for Western Administration Building Re-roofing; \$122,800.00; (sponsored by Mayor Stimpson and Councilmember Gregory) (submitted by Cassie Boatwright, Real Estate).

01-821 Authorize non-reimbursable agreement with Comcast Cable Communications of Alabama for the Dr. Martin Luther King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-822 Authorize non-reimbursable agreement with Alabama Power Company for the Dr. Martin King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-823 Authorize non-reimbursable agreement with AT&T for the Dr. Martin Luther King, Jr. Avenue Complete Streets project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-824 Authorize reimbursable agreement with Alabama Power Company for the Dr. Martin Luther King, Jr. Avenue project from Broad Street to Butchers Lane (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-825 Authorize non-reimbursable agreement with Spire Gulf for the Innovating St. Louis Street Complete Streets project from Broad Street to Water Street (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

02-826 Assent to the annexation by the City of Semmes of territory located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes (sponsored by City Council) (submitted by Michael Linder, Council Attorney).

08-827 Approve item-award bid for engineered wood fiber playground surfacing (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-828 Approve purchase order to the University of South Alabama for EMT courses for MFRD recruit class; \$34,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-829 Approve purchase order to Vulcan Inc., for overhead span wire mounting brackets for traffic engineering; \$22,880.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-831 Approve purchase order to Hughes 360 Services LLC for concrete pads for Traffic Engineering; \$25,850.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-832 Approve purchase order to Wilson Dismukes Inc. for 50 Honda inverter generators for MPD; \$49,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-833 Approve purchase order to Sound Associates Inc., for rental stage, sound, and lighting equipment for Mardi Gras Park concert for Events Department; \$15,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing, Dept.).

08-834 Approve purchase order to Chris Lovvorn Pile Drivers Inc. for removal and disposal of abandoned vessel from Dog River; \$46,000.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-835 Approve purchase order to Cellebrite Inc. for subscription for forensic extraction device for MPD; \$44,121.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-836 Approve purchase order to Galls LLC for bullet-proof vests for MPD; \$69,530.40 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

25-837 Authorize and accept permanent sidewalk easements for Dr. Martin Luther King Jr. Avenue Complete Streets project (sponsored by Mayor Stimpson and Councilmember Carroll) (submitted by Jennifer Greene, Programs & Project Mgmt. and Carleen Stout, Real Estate).

37-838 Consider the application of Safe Ride Transport, Inc. to operate a sedan service (submitted by Lisa C. Lambert, City Clerk).

20. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 a.m. to 10:00 p.m.:

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

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

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

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

Name of Applicant: City of Mobile Animal Services (Contact: Stacey Yawn)

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-332-5488

Organization (if applicable) _____

Mailing Address of Applicant 855 Owens Street

Telephone No. _____ E-mail address stacey.yawn@cityofmobile.org

Location or address of event where amplification will be used:

Cathedral Square

Date of Event: 9/7/24 Starting Time: 4 pm Ending Time 8 pm

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

Type of Event: Adoption event (Paws in the Park)

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

Music containing obscene language or profanity is prohibited

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

02



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Leo Ferreira

PLEASE PRINT ALL INFORMATION

Home Phone Number: 337-356-4400 Cell Number: 337-356-4400

Organization (if applicable) Love & Adventure Studios, LLC

Mailing Address of Applicant 12C N Jackson St. Mobile, AL 36602

Telephone No. 337-356-4400 E-mail address loveandadventurephotography@gmail.com

Location or address of event where amplification will be used:

Mardi Gras Park, 109 Government St. Mobile, AL 36602

Date of Event: 9/14/24 Starting Time: 12:00 PM Ending Time 5:00 PM

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

Type of Event: Art Market

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

TH, AUG 22, AM 9:32 RCVD

22



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Jack Slate

PLEASE PRINT ALL INFORMATION

Home Phone Number: NA Cell Number: (334) 659-8437

Organization (if applicable) Southern Poverty Law Center

Mailing Address of Applicant 400 Washington Ave

Telephone No. (334)659-8437 E-mail address jack.slate@splcenter.org

Location or address of event where amplification will be used:

Seals Park 540 Texas St. Mobile, AL 36603

Date of Event: 10/19/2024 Starting Time: 2pm Ending Time 8pm

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

Type of Event: Voter Festival

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

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE

MOBILE, AL

MO, AUG 19, PM1:03 RCVD

02



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: D. Wayne Bumpers

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-895-0617

Organization (if applicable) _____

Mailing Address of Applicant: 28 S Reed Ave Mobile, AL 36604

Telephone No. _____ E-mail address: dbumpers@southalabama.edu

Location or address of event where amplification will be used:

South Reed Avenue

Date of Event: Oct. 19, 2024 Starting Time: 6:00 pm Ending Time: 10:00 pm

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

Type of Event: Annual Block Party

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

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APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: ELAINE Henderson
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-432-1101 Cell Number: 251-490-8860

Organization (if applicable) The Child Advocacy Center

Mailing Address of Applicant 1.

Telephone No. 251-432-1101 E-mail address ehenderson@cacmobile.org

Location or address of event where amplification will be used:

Cathedral Square 300 Block of Dauphin St.

Date of Event: MARCH 23, 2025 Starting Time: 10:00am Ending Time: 2:00pm

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

Type of Event: Downtown Catfish Cook off -- Food + Music Event
Take Donations For Beer only

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

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

2024 AUG 20 PM 12:44



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Ethan Hubbell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2259558032

Organization (if applicable) n/a

Mailing Address of Applicant 4075 riviere du chien rd

Telephone No. 2259558032 E-mail address shadynastysdiy@gmail.com

Location or address of event where amplification will be used:

Mobile Skate Plaza on Airport Blvd

Date of Event: October 24 Starting Time: 7 Ending Time 9:30

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

Type of Event: Live Music

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

Music containing obscene language or profanity is prohibited

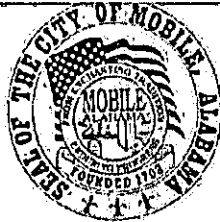
Send form/letter to: Lisa C. Lambert, City Clerk

P. O. Box 1827 Mobile, AL 36633

(251) 208-7411; Fax: (251) 208-7576

Or e-mail to: cityclerk@cityofmobile.org

Q5



APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Tim Beckert / David Weems
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-401-1115 Cell Number: 251-209-9873

Organization (if applicable): McGill-Toole Catholic High School

Mailing Address of Applicant: 1501 Old Shell Road Mobile AL 36604

Telephone No. same E-mail address: beckert@mcgill-toole.org

Location or address of event where amplification will be used:

Matthew's Park
Date of Event: Feb 28 + March 1 Starting Time: Fri 3:00 pm Ending Time: Fri 9:00 pm
Sat 10:00 am Sat 4:00 pm

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

Type of Event: Baseball Games

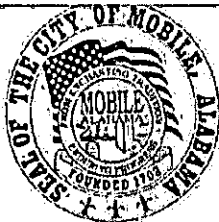
Do you plan to sell alcohol at this event? YES ☒ NO

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE
MOBILE, AL

TH, AUG 22, 8:53:32 AM



APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:

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Name of Applicant: Tim Beckert / David Weems
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-401-1115 Cell Number: 251-209-9873

Organization (if applicable): McGill-Toole Catholic High School

Mailing Address of Applicant: 1501 Old Shell Road Mobile AL 36604

Telephone No. same E-mail address: beckert@mcgill-toole.org

Location or address of event where amplification will be used:

Matthew's Park
Date of Event: Feb 28 + March 1 Starting Time: Fri 3:00 pm Ending Time: Fri 9:00 pm
Sat 10:00 am Sat 4:00 pm

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

Type of Event: Baseball Games

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

Music containing obscene language or profanity is prohibited

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

CITY CLERK'S OFFICE
MOBILE, AL

TH, AUG 22, 8:53:32 AM

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Tue 8/20/2024 9:59 AM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Michael MacFarland

Date To Address Council: 2024-08-27

Address: 3811

Email: mmacfarland3811@gmail.com

Phone: 251-288-1814

Subject And Specific Questions: Bonding companies looking for people at wrong house

Pertain To City Business: Because Mobile Police Dept was called and feel like my civil rights were violated

Signature: Michael MacFarland

Signature Verify: X

Agree: X

Date Submitted: 2024-08-20 09:59:43

This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/22/2024 1:16 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Kenny Owen

Date To Address Council: 2024-08-27

Address: 207 Mohawk St

Email: usaowen2020@gmail.com

Phone: 251-252-3565

Subject And Specific Questions: Cut-through traffic on Mohawk St. Can we please get help from the city to protect our citizens and children who enjoy riding their bikes and walking their dogs?

Pertain To City Business: Refer to the City Policy

Signature: Kenny Owen

Signature Verify: X

Agree: X

Date Submitted: 2024-08-22 13:15:37

This submission was recieved from your website <https://www.cityofmobile.org/>

Complaint

The JAMAR radar recording device was deployed near 262 Mohawk Street in reference to a speeding complaint. The device recorded the speed of vehicles between 07:03 am on Thursday, June 6, 2024, to Tuesday, June 11, 2024 at 09:45 am.

Assessment

- 6,677 vehicles were recorded
- The speed limit is 25 mph
- The average speed was 19 mph
- 1 vehicle was recorded at 35 mph or higher
- The highest recorded speed was 38 mph
- 0% of recorded vehicles were above the 9 mph tolerance

Response

The study indicates that 0% of vehicles were 35 mph or higher. This indicates a low enforcement rating. The JAMAR calculated that the 85th percentile speed* to be 23 mph.

** The 85th percentile speed is the speed at or below which 85 percent of vehicles travel. The 85th percentile speed is one of the factors used to establish posted speeds.*

TRAFFIC CALMING

Existing Condition Analysis

The following guidelines will be used when performing an analysis of the area where traffic calming devices have been requested.

Maximum Traffic Volume

The Traffic Engineering Department will perform traffic counts to determine the appropriate traffic calming measures. To qualify for a physical traffic calming measure, residential streets should have traffic volumes less than or equal to 4000 vehicles per day (vpd). Volumes over 4000 vpd should be addressed with non-physical measures such as education and enforcement.

Speed

During the traffic count process, the City will also collect speed data. Local residential streets are typically signed for 25 MPH. For a street to be considered for the installation of traffic calming measures, the speed study should indicate speeds over the acceptable speeds for local streets. In the case of a 25 MPH posted street the acceptable speed is an average speed of 30 MPH or less with an 85th percentile speed of 35 MPH or less. Speeds over these limits are considered unacceptable.

Cut-Through Traffic

Vehicles that detour through a neighborhood with the intention of decreasing their travel time to their destination is defined as cut-through traffic. The volume of cut-through traffic can be estimated by quantifying the expected volume of the area based on the ITE *Trip Generation* methods. The expected volume is then compared to the actual daily volume to estimate the cut-through traffic. 25% or more cut-through traffic is considered unacceptable for local streets.

Street Geometry

Traffic calming will not be installed on streets with grades greater than 8% or in situations where horizontal or vertical alignments will result in inadequate stopping sight distance for vehicles encountering a traffic calming device. Traffic calming devices will also not be placed where they will impede drainage or utility infrastructure. The roadway must also have a minimum tangent length of 600 feet. Traffic calming devices will not be placed on cul-de-sac streets.

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/22/2024 1:50 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Rena Chapa

Date To Address Council: 2024-08-27

Address: 5725 Old Pascagoula Rd

Email: katrinachapa000@gmail.com

Phone: 2518022122

Subject And Specific Questions: Public Safety, the Citizens Safety in the City

Pertain To City Business: Public Safety

Signature: Rena Chapa

Signature Verify: X

Agree: X

Date Submitted: 2024-08-22 13:49:51

This submission was recieved from your website <https://www.cityofmobile.org/>

CityofMobile.org: Addressing City Council Submission

cityofmobile@forms.dwdgo.net <cityofmobile@forms.dwdgo.net>

Thu 8/22/2024 1:58 PM

To: City Clerk <cityclerk@cityofmobile.org>

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Name: Marvin Charles Lue

Date To Address Council: 2024-08-27

Address: 2197 Spring Grove West

Email: thatmanlue@gmail.com

Phone: 7863751011

Subject And Specific Questions: Affordable Housing

Pertain To City Business: Creating opportunities for undeserved communities

Signature: Pastor Marvin Charles Lue Jr

Signature Verify: X

Agree: X

Date Submitted: 2024-08-22 13:58:44

This submission was recieved from your website <https://www.cityofmobile.org/>



ADDRESSING THE CITY COUNCIL

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

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

Your comments will be limited to three (3) minutes

Name: JEROME McNEIL Date: _____

Address: 859 CARLETON AVENUE

Phone: 251-721-2885 Email: JakeMcNeil214@9-mail.com

Date to Address City Council: _____

Subject and/or specific questions (must complete):

Lack of Affordable housing in the INNER CITY
THE Bottom

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

IF offers AND opportunity to Address the
Needs of my Community

Signature: Jerome McNeil



ADDRESSING THE CITY COUNCIL

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

Please return this form to:

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

Your comments will be limited to three (3) minutes

Name: Timothy D. Hollis Date: 8/22

Address: 1924 Seale St.

Phone: 251-298-7393 Email: tdtalk251@gmail.com

Date to Address City Council: 8/27

Subject and/or specific questions (must complete): Capitol improvement,
Road repairs. Utility companies & responsibility.

(projection screen will be needed.)

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

This will be an opportunity for our city
to take more proactive approaches towards road
repair.

Signature: Timothy Hollis

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property Located
at the south side of Kooiman Road, 1,237' ± west of Todd Acres Drive

Pursuant to Resolution of the Mobile, Alabama City Council adopted **July 16, 2024**, a public hearing will be held on the **20th** day of **August**, 2024, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the south side of Kooiman Road, 1,237' ± west of Todd Acres Drive.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PARCEL OF LAND BEING SITUATED IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 1 INCH CRIMP PIPE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT A, MINING SUBDIVISION, AS RECORDED IN PLAT BOOK 130, PAGE 116, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A AND THE NORTH LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1325.39 FEET TO A FOUND CAPPED REBAR STAMPED LOVITTE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINES RUN NORTH 02 DEGREES 17 MINUTES 52

SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1266.16 FEET TO A FOUND CAPPED REBAR STAMPED ROWE, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF KOOIMAN ROAD (60' R.O.W.); THENCE LEAVING SAID WEST LINE RUN SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1324.24 FEET TO A FOUND CAPPED REBAR STAMPED BSI, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 34; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 02 DEGREES 14 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1123.20 FEET TO A SET CAPPED REBAR STAMPED GSA CA-560-LS, SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX RAILROAD (100' R.O.W.); THENCE LEAVING SAID EAST LINE RUN SOUTH 28 DEGREES 35 MINUTES 08 SECONDS WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 163.65 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID QUARTER – QUARTER LINE; THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE RUN NORTH 89 DEGREES 53 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 1252.82 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 1,671,685 SQUARE FEET OR 38.38 ACRES MORE OR LESS.

The classification of said property is hereby changed from R-A, Residential Agriculture District, to B-5, Office Distribution District and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a B-5, Office Distribution District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-5, Office Distribution District until all of the conditions set forth below have been complied with: 1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE UNIFIED DEVELOPMENT CODE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 12th day of July, 2022, and known as the "Unified Development Code". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 20th day of August, 2024, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Unified Development Code was published in full on the 24th day of July, 2024 in the Lagniappe.

The proposed amendment to the Unified Development Code concerns the property within the City of Mobile, located at the South side of Kooiman Road, 1,237'± West of Todd Acres Drive. The proposed amendment to the Unified Development Code changes the classification of the subject property from R-A, Residential Agriculture District, to B-5, Office Distribution District. Under the proposed amendment to the Unified Development Code, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in B-5 districts under the terms of the Unified Development Code of July 12, 2022, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Unified Development Code of July 12, 2022, as amended. Further, no lot or parcel shall be used for any use allowed in B-5 districts until the following conditions have been complied with: 1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.

This proposed amendment to the Unified Development Code shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF MOBILE ON THE 12TH DAY OF JULY, 2022, SAID ORDINANCE BEING COMMONLY KNOWN AS THE UNIFIED DEVELOPMENT CODE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Unified Development Code and adopted on July 12, 2022, together with the Zoning Map of the City of Mobile, be, and the same hereby is amended in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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COMMENCE AT A FOUND 1 INCH CRIMP PIPE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT A, MINING SUBDIVISION, AS RECORDED IN PLAT BOOK 130, PAGE 116, IN THE OFFICE OF THE JUDGE OF PROBATE OF MOBILE COUNTY, ALABAMA, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 34; THENCE RUN SOUTH 89 DEGREES 53 MINUTES 24 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT A AND THE NORTH LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1325.39 FEET TO A FOUND CAPPED REBAR STAMPED LOVITTE, SAID POINT BEING THE NORTHEAST CORNER OF SAID LOT A, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINES RUN NORTH 02 DEGREES 17 MINUTES 52 SECONDS EAST ALONG THE WEST LINE OF SAID QUARTER – QUARTER LINE FOR A DISTANCE OF 1266.16 FEET TO A FOUND CAPPED REBAR STAMPED ROWE, SAID POINT LYING ON THE SOUTHERLY RIGHT OF WAY LINE OF KOOIMAN ROAD (60' R.O.W.); THENCE LEAVING SAID WEST LINE RUN SOUTH 89 DEGREES 56 MINUTES 35 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1324.24 FEET TO A FOUND CAPPED REBAR STAMPED BSI, SAID POINT LYING ON THE EAST LINE OF SAID SECTION 34; THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY LINE RUN SOUTH 02 DEGREES 14 MINUTES 21 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 1123.20 FEET TO A SET CAPPED REBAR STAMPED GSA CA-560-LS, SAID POINT LYING ON THE NORTHWESTERLY RIGHT OF WAY LINE OF CSX

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The classification of said property is hereby changed from **R-A, Residential Agriculture District**, to **B-5, Office Distribution District** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of July 12, 2022, commonly known as the Unified Development Code and to use said premises for any use permitted by the terms of said Ordinance in a **B-5, Office Distribution District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Unified Development Code of July 12, 2022, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-5, Office Distribution District** until all of the conditions set forth below have been complied with: **1. Completion of a 1-lot Subdivision; 2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and, 3. Full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

Lisa Lambert, City Clerk

AL Mobile Kooiman I, LLC
South side of Kooiman Road, 1,237'± West of Todd Acres Drive
Council District 4
Ben Reynolds



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT
MOBILE CITY PLANNING COMMISSION

July 10, 2024
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on June 20, 2024 considered the request of **AL Mobile Kooiman I, LLC** for a change in zoning from **R-A, Residential Agriculture District**, to **B-5, Office Distribution District** for the property located at the **South side of Kooiman Road, 1,237'± West of Todd Acres Drive**.

After discussion it was decided to recommend approval of the rezoning request to the City Council.

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

dla
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

June 27, 2024

AL Mobile Kooiman I, LLC
RealtyLink, LLC
201 Riverplace
Suite 400
Greenville, South Carolina 29601

Re: South side of Kooiman Road, 1,237'± West of Todd Acres Drive
ZON-UDC-002963-2024
AL Mobile Kooiman I, LLC
District 4
Rezoning from Residential Agriculture District (R-A) to Office Distribution District (B-5).

Dear Applicant(s)/ Property Owner (s):

At its meeting on May 16, 2024, the Planning Commission considered the above referenced application.

After discussion, the Planning Commission determined the following criteria prevail to support rezoning of the property to B-5, Office Distribution District:

- A) Consistency. The proposed amendment is consistent with the Comprehensive Plan;
- B) Compatibility. The proposed amendment is compatible with:
 - (1) The current development trends, if any, in the vicinity of the subject property;
 - (2) Surrounding land uses;
 - (3) Would adversely impact neighboring properties; or
 - (4) Cause a loss in property values.
- C) Capacity. The infrastructure is in place to accommodate the proposed amendment; and,

As such, the Planning Commission voted to recommend approval of rezoning the property to B-5, Office Distribution District, subject to the following conditions:

1. Completion of a 1-lot Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in the staff report; and,
3. Full compliance with all municipal codes and ordinances.

ZON-UDC-002963-2024 South side of Kooiman Road, 1,237'± West of Todd Acres Drive
June 27, 2024

The advertising fee for this application based on the current legal description is **\$434.34**. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By: 
Margaret Pappas
Deputy Director of Planning and Zoning



City of Mobile • Planning & Zoning

Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with seven (7) paper copies of this application by **NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees	
Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	AL Mobile Kooiman I, LLC	
Firm:	RealtyLink, LLC	
Phone:	205-936-6007/864-263-5425	
Email:	eschmidt@realtylinkdev.com/jwhitson@realtylinkdev.com	
Address:	201 Riverplace, Suite 400, Greenville SC 29601	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm

Revised February 2023

	Owner	Design Professional
Name:	See Attached Attachment "A"	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

South of Kooiman Road	57 Acres
Property Address	Property Area (acres or square feet)
3308341000001XXX	
Parcel Number(s) or Key Number(s)	
Residential/ Agriculture mix	B-5
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8 1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

	5/16/24
Owner Signature	Date
Applicant or Agent Signature (if applicable)	Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

	5/20/24
Applicant or Agent Signature	Date

Build Mobile, PO Box 1827, Mobile, Alabama 36633
For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am - 3 pm; Wednesday: 8 am - 1 pm
Period: February, 2024

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- | | |
|--|--|
| ☒ Planning Commission Application

☐ Neighborhood Meeting documentation
☐ Boundary Plan | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission
☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
|--|--|

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.

The proposed property use aligns with the Future Land Use Map of Mobile and the proposed Light Industrial classification in keeping with the surrounding property uses and zoning classifications

Heavy Industrial
Future Land Use Map (FLUM) Designation

B-5
Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No
If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The development of this property will create approximately 150 jobs and spark additional development that will benefit the Port of Mobile and will be an economic contributor to the City of Mobile

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

In keeping with the Future Land Use Map this area is moving towards industrial utilization especially with the recent rezone of the property to the East of this subject property.

Build Mobile, PO Box 1827, Mobile, Alabama 36633
 For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895
 Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
 Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2022

B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.
Adjacent property to the West is currently zoned Heavy Industrial and Office-Distribution and the property to the East was recently rezoned to Industrial.

2. Describe the surrounding land uses.
Same as above

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.
Subject Property is separated from any non-like kind use by a major rail line.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.
The current road infrastructure leads to reasonable access to I-10 and direct access to rail. Major power distribution is on site and will serve our proposed use.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.
The highest and best use for this property is for a light industrial distribution project with the opportunity to have a platinum project with the CSX rail line and benefits the
Ports capacity for food transportation both internationally and nationally.
In its first phase the project will not only create approximately 150 jobs, but also create an estimated \$70 million investment in the community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

None

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Revised February 2023

A parcel of land being situated in the Northeast Quarter of the Northeast Quarter of Section 34, Township 5 South, Range 2 West, Mobile County, Alabama, and being more particularly described as follows:

Commence at a found 1 inch crimp pipe, said point being the Northwest corner of said Lot A, Mining Subdivision, as recorded in Plat Book 130, Page 116, in the Office of the Judge of Probate of Mobile County, Alabama, said point also being the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 34; thence run South 89 Degrees 53 Minutes 24 Seconds East along the North line of said Lot A and the North line of said Quarter – Quarter line for a distance of 1325.39 feet to a found capped rebar stamped LOVITTE, said point being the Northeast corner of said Lot A, said point also being the Southwest corner of said Northeast Quarter of the Northeast Quarter, said point also being the Point of Beginning; thence leaving said North lines run North 02 Degrees 17 Minutes 52 Seconds East along the West line of said Quarter – Quarter line for a distance of 1266.16 feet to a found capped rebar stamped ROWE, said point lying on the Southerly right of way line of Kooiman Road (60' R.O.W.); thence leaving said West line run South 89 Degrees 56 Minutes 35 Seconds East along said Southerly right of way line for a distance of 1324.24 feet to a found capped rebar stamped BSI, said point lying on the East line of said Section 34; thence leaving said Southerly right of way line run South 02 Degrees 14 Minutes 21 Seconds West along said East line for a distance of 1123.20 feet to a set capped rebar stamped GSA CA-560-LS, said point lying on the Northwesterly right of way line of CSX Railroad (100' R.O.W.); thence leaving said East line run South 28 Degrees 35 Minutes 08 Seconds West along said Northwesterly right of way line for a distance of 163.65 feet to a point lying on the South line of said Quarter – Quarter line; thence leaving said Northwesterly right of way line run North 89 Degrees 53 Minutes 55 Seconds West along said South line for a distance of 1252.82 feet to the Point of Beginning. Said parcel contains 1,671,685 square feet or 38.38 acres more or less.

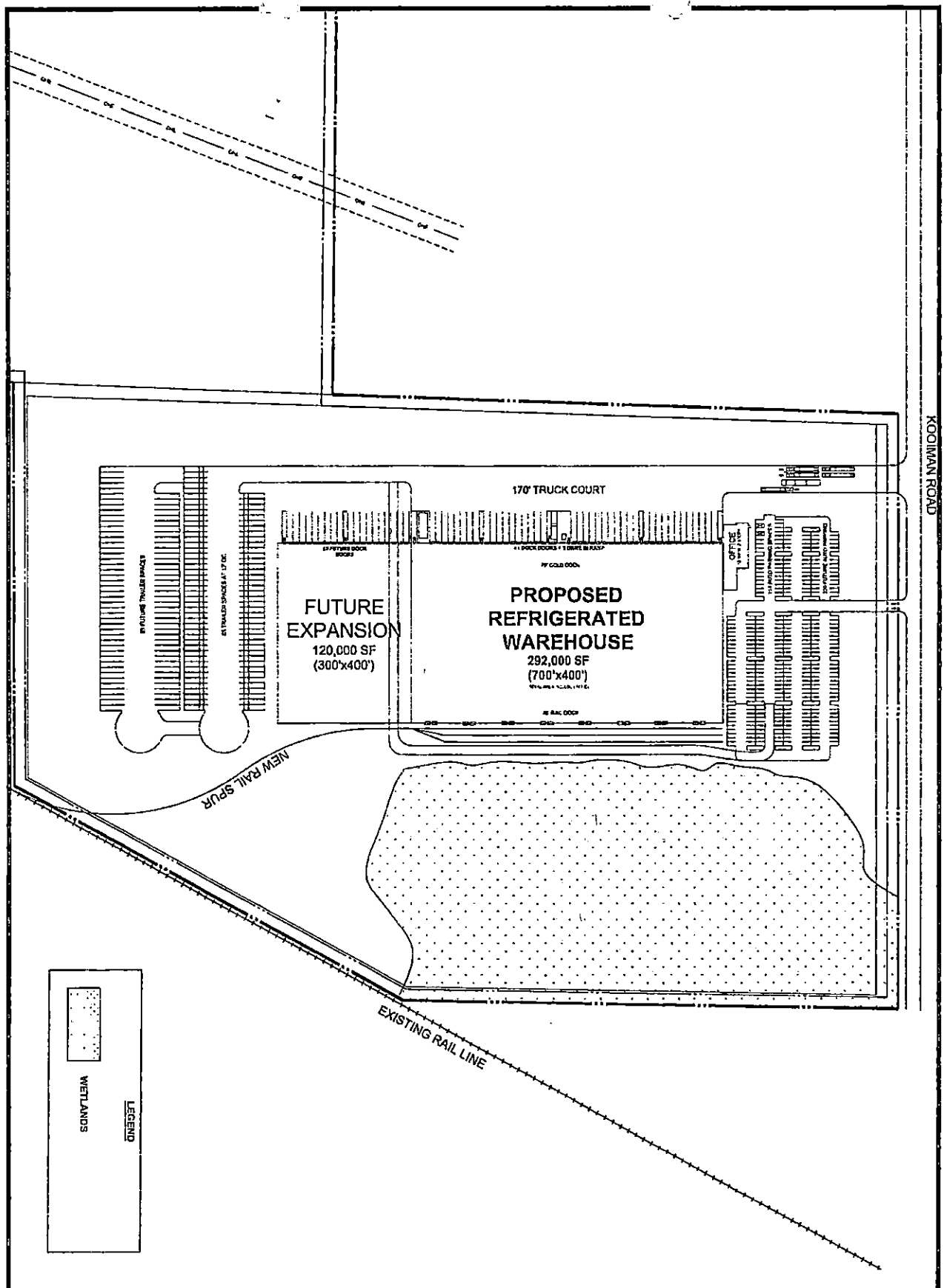
ATTACHMENT "A"

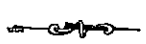
- Parcel Number 3308341000002XXX Property Owner:

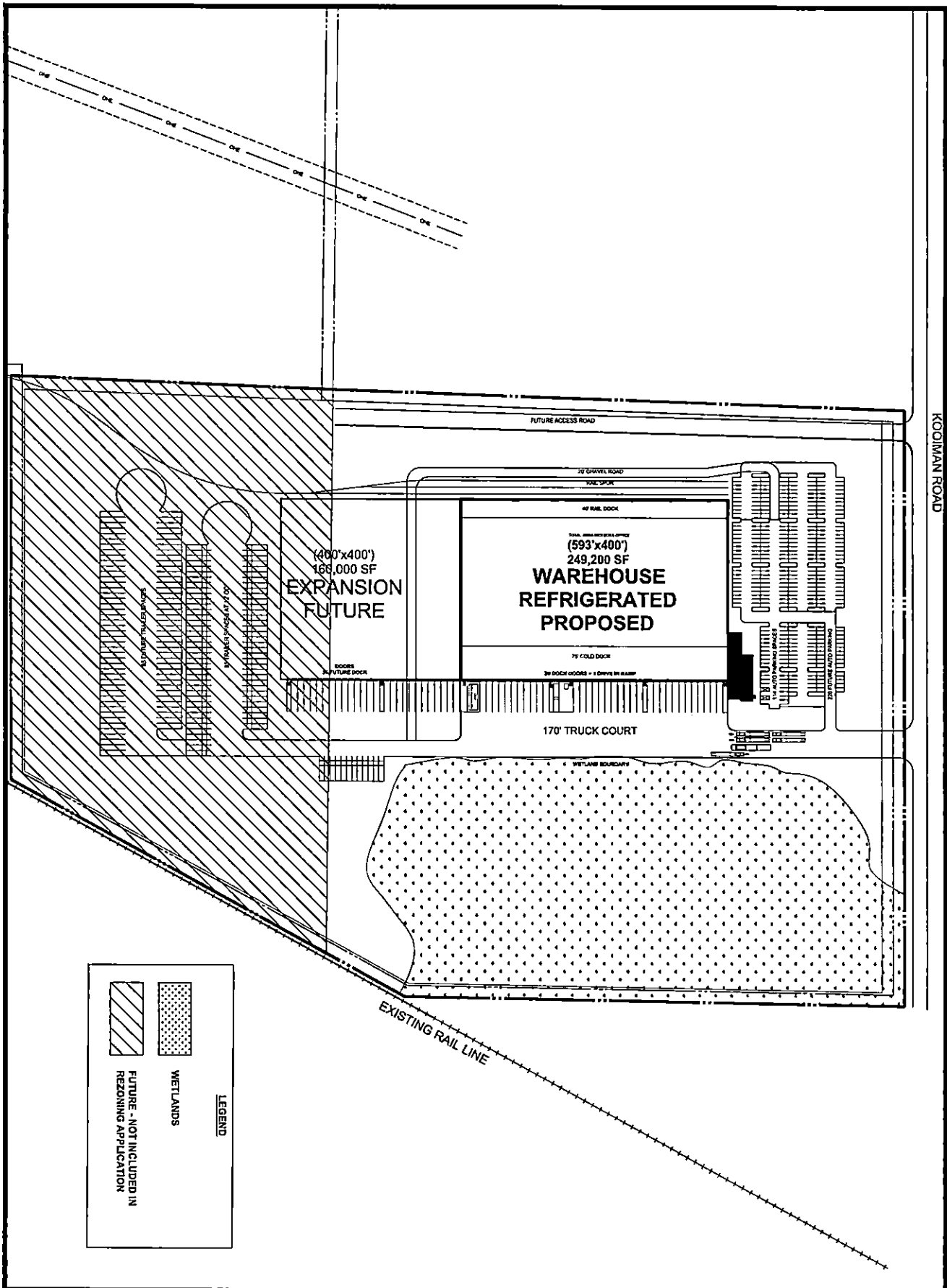
Lee Gregory Garrett
3998 Byronell Dr N
Mobile, AL 36693

- Parcel Number 3308341000001XXX Property Owner:

Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE
Bellevue, WA 98008



CSP-3 DATE 04-10-24 DRAWN BY ASB	CONCEPTUAL SITE PLAN AL MOBILE KOOLMAN STARTING WITH BASE CAD	REALTYLINK, LLC 201 RIVERPLACE, SUITE 400 GREENVILLE, SC 29601 864-242-4008 REALTYLINKDEV.COM	NOT TO SCALE 
--	---	--	---



CONCEPTUAL SITE PLAN

AL MOBILE KOOLMAN

STARTING WITH ARCHITECT DESIGN
DATED 4-3-24

REALTYLINK, LLC

201 RIVERPLACE, SUITE 400
GREENVILLE, SC 29601
864-242-4008
REALTYLINKDEV.COM

NOT TO SCALE



May 3, 2024

Urban Development Department

Planning Section

P.O. Box 1827

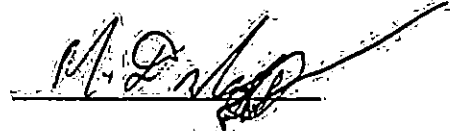
Mobile, AL 36633

RE: Zoning Amendment Authorization
Parcel ID Number: 3308341000001

Ladies and Gentlemen,

Please accept this letter as approval and authorization designating AL Mobile Kooiman I, LLC and/or RealtyLink, LLC, as a party authorized to submit an application for a Subdivision approval and for a Zoning Amendment with respect to the above described property from R-A to B-5.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Dunlap", written over a horizontal line.

Michael A. Dunlap, individually and as
beneficiary of the David R. Dunlap III Children's
Support Trust

LLC CERTIFICATE

I, Philip J. Wilson, hereby certify that I am the Manager of AL MOBILE KOOIMAN I, LLC, a South Carolina limited liability company (the "Company"), and that, as such, I have access to its corporate records and am familiar with the matters therein contained and herein certified, that I am authorized to execute and deliver this certificate in the name and on behalf of the Company, and that:

1. Attached hereto as Exhibit A is a true, correct, and complete Certificate of Existence issued by the South Carolina Secretary of State. The Company has since the date of this certificate and through the date hereof remained in good standing under the laws of the State of South Carolina.
2. Attached hereto as Exhibit B is a true, correct and complete copy of the Articles of Organization of the Company (and all amendments thereto) issued by the South Carolina Secretary of State.
3. The Manager has the power and authority to act on behalf of and bind the Company.

Executed as of the 22 day of May, 2024.

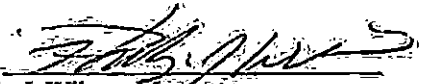
By: 
Philip J. Wilson, Manager

Exhibit A
Certificate of Existence

[attached]

The State of South Carolina



Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby Certify that:

AL Mobile Kooiman I, LLC, a limited liability company duly organized under the laws of the State of South Carolina on May 22nd, 2024, with a duration that is until May 22nd, 2124, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to S.C. Code Ann. 33-44-809, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great Seal
of the State of South Carolina this 22nd
day of May, 2024.


Mark Hammond, Secretary of State

Exhibit B
Articles of Organization

[attached]

Filing Date: 05/22/2024

**STATE OF SOUTH CAROLINA
SECRETARY OF STATE**

**ARTICLES OF ORGANIZATION
Limited Liability Company – Domestic**

The undersigned delivers the following articles of organization to form a South Carolina limited liability company pursuant to S.C. Code of Laws Section 33-44-202 and Section 33-44-203.

1. The name of the limited liability company (Company ending must be included in name*)

AL Mobile Kociman I, LLC

*Note: The name of the limited liability company must contain one of the following endings: "limited liability company" or "limited company" or the abbreviation "LLC", "LLC", "LC", "LC", or "Ltd. Co."

2. The address of the initial designated office of the limited liability company in South Carolina is
201 Riverplace Suite 400

(Street Address)

Greenville, South Carolina 29601

(City, State, Zip Code)

3. The initial agent for service of process is

Philip J. Wilson

(Name)

(Signature of Agent)

And the street address in South Carolina for this initial agent for service of process is:
201 Riverplace Suite 400

(Street Address)

Greenville

(City)

South Carolina 29601

(Zip Code)

4. List the name and address of each organizer. Only one organizer is required, but you may have more than one.

(a)

Philip J. Wilson

(Name)

201 Riverplace Suite 400

(Street Address)

Greenville, South Carolina 29601

(City, State, Zip Code)

AL Mobile Koolman I, LLC

Name of Limited Liability Company

(b)

(Name)

(Street Address)

(City, State, Zip Code)

5. ☒ Check this box only if the company is to be a term company. If the company is a term company, provide the term specified, 05/22/2124

6. ☒ Check this box only if management of the limited liability company is vested in a manager or managers. If this company is to be managed by managers, include the name and address of each initial manager.

(a)

Philip J. Wilson

(Name)

201 Riverplace Suite 400

(Street Address)

Greenville, South Carolina 29601

(City, State, Zip Code)

(b)

(Name)

(Street Address)

(City, State, Zip Code)

7. ☐ Check this box only if one or more of the members of the company are to be liable for its debts and obligations under Section 33-44-303(c). If one or more members are so liable, specify which members; and for which debts, obligations or liabilities such members are liable in their capacity as members. This provision is optional and does not have to be completed.

8. Unless a delayed effective date is specified, these articles will be effective when endorsed for filing by the Secretary of State. Specify any delayed effective date and time _____

AL Mobile Kooiman I, LLC

Name of Limited Liability Company

9. Any other provisions not consistent with law which the organizers determine to include, including any provisions that are required or are permitted to be set forth in the limited liability company operating agreement may be included on a separate attachment. Please make reference to this section if you include a separate attachment.

10. Each organizer listed under number 4 must sign.

Philip J. Wilson: (Electronically Signed)

Signature of Organizer

Date: 05/22/2024

Signature of Organizer

Date: _____

Anderson, Logan

From: Anderson, Logan
Sent: Wednesday, May 22, 2024 12:15 PM
To: Mari-Douglas Gibson
Cc: Judd Nash; Erin Schmidt; Rogers, Payton; Heather Jones; John Whitson
Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Understood. Will you please provide a pdf copy of the revised conceptual plan excluding that parcel so it can be uploaded to the case?

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>
Sent: Wednesday, May 22, 2024 12:01
To: Anderson, Logan <dlogananderson@cityofmobile.org>
Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>
Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

We are not needing to rezone the property owned by Gregory L. Garrett. The application that was provided has been updated.

Mari-Douglas Gibson

Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

[Click Here to Stay in Touch!](#)

Please note, our office closes at 12:00 pm on Fridays.

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Wednesday, May 22, 2024 12:59 PM

To: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>

Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Received, thank you. In reviewing the additional documents, I do not find an authorization letter from Gregory L. Garrett (Parcel I.D.: R023308341000002.000). All other documents appear to be in order and, once we receive the final owner authorization, I will invoice the fees for the application.

Logan Anderson

Principal Planner

Planning & Zoning



dlogananderson@cityofmobile.org

(251) 208-5895 main

From: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Sent: Wednesday, May 22, 2024 10:41

To: Anderson, Logan <dlogananderson@cityofmobile.org>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>; Heather Jones <hjones@realtylinkdev.com>; John Whitson <jwhitson@realtylinkdev.com>

Subject: RE: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

Please find the below comments and the attached documents to complete the application.

1. The owners of the subject parcels are listed as **Gregory Lee Garrett** (Parcel I.D. R023308341000002.000) and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC** (Parcel I.D. R023308341000001.001). We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf. **Owners Authorization attached.**
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well. **Resolutions attached.**
3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf. **Attached.**
4. There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application. **Page 2 signatures completed.**
5. A mailing labels is missing for the following neighboring property owners: **Updated Labels attached.**
 - Noah P. & Cheryle D. Jacobs
5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC: **Updated Labels attached.**
 - Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE
Bellevue, WA 98008
 - Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX
7. Please complete and submit the attached Neighborhood Meeting Cover Sheet. **Completed Checklist attached.**
8. Please provide the full legal descriptions of the parcels proposed to be rezoned. **Pending and will send asap.**
9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org. **Attached.**
10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete. **We will process payment once invoice is received.**

Please let me know if you have any questions.

Thanks!

Mari-Douglas Gibson
Commercial Real Estate Paralegal



201 Riverplace, Suite 400
Greenville, SC 29601

mdgibson@realtylinkdev.com

T : 864.603.1754

F : 864.232.0160

www.realtylinkdev.com

[Click Here to Stay in Touch!](#)

Please note, our office closes at 12:00 pm on Fridays.

From: Anderson, Logan <dlogananderson@cityofmobile.org>

Sent: Monday, May 20, 2024 12:26 PM

To: Mari-Douglas Gibson <mdgibson@realtylinkdev.com>

Cc: Judd Nash <jnash@rlcold.com>; Erin Schmidt <eschmidt@realtylinkdev.com>; Rogers, Payton <payton.rogers@cityofmobile.org>

Subject: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024

Good Morning,

Staff has completed its review of the above Zoning Change application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. The owners of the subject parcels are listed as **Gregory Lee Garrett** (Parcel I.D. R023308341000002.000) and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC** (Parcel I.D. R023308341000001.001). We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
2. The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well.
3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf.
4. There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application.
5. A mailing labels is missing for the following neighboring property owners:
 - Noah P. & Cheryle D. Jacobs
5449 Powell Ln
Theodore, AL 36582
6. The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC:
 - Gregory L. Garrett
3998 Byronell Dr N
Mobile, AL 36693
 - Sage Dunlap Chase Revocable Trust, et. al.
929 165th Ave SE

Bellevue, WA 98008

- Regions Bank as Trustee
Springhill College Foundation
& Tamada, LLC
P.O. Box 13519
Arlington, TX
7. Please complete and submit the attached Neighborhood Meeting Cover Sheet.
 8. Please provide the full legal descriptions of the parcels proposed to be rezoned.
 9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org.
 10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than **noon on Wednesday May 22** the application will be considered complete and placed on the agenda for the June 20th Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





City of Mobile • Planning & Zoning

Application Completeness Review

The Planning & Zoning staff have reviewed the below referenced submittal (Case #) and required items are not included with the application.

Please note, an incomplete application (which includes payment of required fees) cannot be processed and consequently cannot be placed on a Planning Commission or Board of Adjustment agenda.

Any shot clock associated with an application for a Class 1-4 Telecommunications Permit does not commence until a complete application is filed.

In order for an application to be complete, the items below must be submitted, and all fees paid.

Applicant Name:	AL Mobile Kooiman, LLC
Case #	ZON-UDC-002963-2024
Application Address	Parcels R023308341000001.001. & R023308341000002.00
Deficiencies	- The owners of the subject parcels are listed as Gregory Lee Garrett (Parcel I.D. R023308341000002.000) and Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC (Parcel I.D. R023308341000001.001). We will either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf. - The owner signature on Page 2 of the application cannot be verified. Please provide the name of the signatory and documentation that authorizes them to sign on behalf of AL Mobile Kooiman, LLC (if deeds are provided verifying this company owns the properties). For clarity's sake, please provide their name in print as well. - Whoever is the owner of the properties needs to provide authorization that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf. - There is no signature in the signature block under the agreement to allow the City of Mobile to post public notice signs on the property on Page 2 of the application. - A mailing labels is missing for the following neighboring property owners: o Noah P. & Cheryle D. Jacobs 5449 Powell Ln Theodore, AL 36582 - The following labels are also necessary if the properties have not yet been sold to AL Mobile Kooiman I, LLC: o Gregory L. Garrett 3998 Byronet Dr N Mobile, AL 36693 o Sage Dunlap Chase Revocable Trust, et. al. 929 165th Ave SE Bellevue, WA 98008 o Regions Bank as Trustee Springhill College Foundation & Tamada, LLC P.O. Box 13519 Arlington, TX - Please complete and submit the provided Neighborhood Meeting Cover Sheet. - Please provide the full legal descriptions of the parcels proposed to be rezoned. - Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marina.karapetyan@cityofmobile.org. Please copy diogananderson@cityofmobile.org. - The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Reviewed By: Logan Anderson

Date: 05/20/2024

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower

Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Anderson, Logan

From: Anderson, Logan
Sent: Monday, May 20, 2024 11:26 AM
To: mdgibson@realtylinkdev.com
Cc: jnash@rlcold.com; eschmidt@realtylinkdev.com; Rogers, Payton
Subject: AL Mobile Kooiman, LLC - ZON-UDC-002963-2024
Attachments: 00 Neighborhood Meeting Cover Sheet.pdf;
PZOwnerandCorporateLetterofAuthorization-Fillable (1).pdf

Good Morning,

Staff has completed its review of the above Zoning Change application. The following must be addressed before the application can be considered complete and placed on an agenda:

1. The owners of the subject parcels are listed as **Gregory Lee Garrett (Parcel I.D. R023308341000002.000)** and **Sage Dunlap Chase Revocable Trust, et. al. & Regions Bank as Trustee, Springhill College Foundation & Tamada, LLC (Parcel I.D. R023308341000001.001)**. We'll either need deeds to verify these parcels were sold to AL Mobile Kooiman I, LLC, or authorization letters (attached) from each of the property owners allowing AL Mobile Kooiman I, LLC to submit the rezoning application on their behalf.
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3. Whoever is the owner of the properties needs to provide authorization (attached) that RealtyLink, LLC and/or AL Mobile Kooiman I, LLC can submit the application on their behalf.
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& Tamada, LLC
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Arlington, TX

7. Please complete and submit the attached Neighborhood Meeting Cover Sheet.
8. Please provide the full legal descriptions of the parcels proposed to be rezoned.
9. Please provide an AutoCAD .dwg file of the site. It will need to be emailed to marine.karapetyan@cityofmobile.org. Please copy dlogananderson@cityofmobile.org.
10. The check provided is insufficient and does not account for the mailing labels. An invoice will be generated once the application is processed and considered complete.

Once all items have been addressed an invoice will be issued for the application fees to be processed. It is important to note that the application will not be considered complete until all of the above have been addressed and fees have been processed. If completed by no later than **noon on Wednesday May 22** the application will be considered complete and placed on the agenda for the June 20th Planning Commission meeting. If you are not able to meet the above deadline the application will be heldover until such time as it is made complete.

Thank You,

Logan Anderson

Principal Planner

Planning & Zoning

BUILD MOBILE

dlogananderson@cityofmobile.org

(251) 208-5895





Planning Commission Application

For hard copy submissions, **SEVEN (7) COPIES** of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit	\$500
Conditional Use Permit for Above-Ground Oil Storage Tank*	\$1,500
Conditional Use Permit for Hazardous Substance Storage Tank*	\$1,500
Rezoning, Text Amendment, or Specific Area Plan	\$500
Planned Development	\$500
Planning Approval or Planned Unit Development	\$500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ Conditional Use Permits

Checklist A

☒ Rezoning, Text Amendment, or Specific Area Plan Amendments

Checklist B

☐ Planned Development

Checklist C

☐ Previously approved Planning Approvals or Planned Unit Development

Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	AL Mobile Kooiman I, LLC	
Firm:	RealtyLink, LLC	
Phone:	205-936-6007/864-263-5425	
Email:	eschmidt@realtylinkdev.com/jwhitson@realtylinkdev.com	
Address:	201 Riverplace, Suite 400, Greenville SC 29601	

Build Mobile, PO Box 1827, Mobile, Alabama 36633

For more information: www.BuildMobile.org | planning@cityofmobile.org | 251.208.5895

Visit our help window: Mobile Government Plaza, 205 Government Street, Third Floor South Tower
Monday, Tuesday, Thursday, Friday: 8 am – 3 pm; Wednesday: 8 am – 1 pm

Revised February 2023

	Owner	Design Professional
Name:	See Attached Attachment "A"	
Firm:		
Phone:		
Email:		
Address:		

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

South of Kooiman Road	57 Acres
Property Address 3308341000001XXX and 3308341000002XXX	Property Area (acres or square feet)
Parcel Number(s) or Key Number(s) Residential/ Agriculture mix	B-5
Present Zoning or Transect District	Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

- a) Any Rezoning to a higher classification;
- b) Any application to create or modify a Planned Development; or
- c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

 Owner Signature	5/16/24 Date
 Applicant or Agent Signature (if applicable)	 Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION
I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

 Applicant or Agent Signature	 Date
----------------------------------	----------

CHECKLIST B

Rezoning, Text Amendments, or Specific Area Plan Amendments

The following information is required to evaluate applications for Rezoning, Text Amendments, or Specific Area Plan Amendments. Please provide a statement for all items.

The following information is required for Rezoning Applications. Please refer to [Article 10](#) for a full description of the requirements and verify that the following documentation is provided:

- | | |
|---|--|
| ☒ Planning Commission Application | ☒ A Concept Plan or Site Plan due to complexity of project or if required by Planning Commission |
| ☐ Neighborhood Meeting documentation | ☐ Traffic Impact Studies, as prescribed by the Traffic Engineer |
| ☐ Boundary Plan | |

A. JUSTIFICATION FOR THE PROPOSED AMENDMENT

1. Describe how the proposal aligns with the [Comprehensive Plan, Map for Mobile](#).

The proposed property use aligns with the Future Land Use Map of Mobile and the proposed Light Industrial classification in keeping with the surrounding property uses and zoning classifications.

Heavy Industrial

Future Land Use Map (FLUM) Designation

B-5

Requested Zoning

2. Was there a mistake or error in the original zoning map? ☐ Yes ☒ No

If yes, describe the error

3. Describe how this proposal promotes the community's health, safety, and welfare.

The development of this property will create approximately 150 jobs and spark additional development that will benefit the Port of Mobile and will be an economic contributor to the City of Mobile.

4. Describe what changed or changing conditions in the area make an amendment necessary and desirable.

In keeping with the Future Land Use Map this area is moving towards industrial utilization especially with the recent rezone of the property to the East of this subject property.

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B. SITE AND NEIGHBORHOOD COMPATIBILITY The following will be considered when evaluating application for compatibility with surrounding uses.

1. Describe the current development trends in the area of the property.

Adjacent property to the West is currently zoned Heavy Industrial and Office-Distribution and the property to the East was recently rezoned to Industrial.

2. Describe the surrounding land uses.

Same as above

3. Describe any potential adverse impacts on neighboring properties and how they will be mitigated.

Subject Property is separated from any non-like kind use by a major rail line.

4. Describe if there is adequate infrastructure in place to accommodate the proposed request.

The current road infrastructure leads to reasonable access to I-10 and direct access to rail. Major power distribution is on site and will serve our proposed use.

5. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The highest and best use for this property is for a light industrial distribution project with the opportunity to have a platinum project with the CSX rail line and benefits the

Ports capacity for food transportation both internationally and nationally.

In its first phase the project will not only create approximately 150 jobs, but also create an estimated \$70 million investment in the community.

C. SPECIFIC AREA PLANS For Specific Area Plans (regulating plans, Neighborhood Plans, and overlay districts), describe proposed changes to area plan.

None

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Revised February 2023



City of Mobile · Planning & Zoning
Neighborhood Meeting Cover Sheet

Please complete this cover sheet to submit with all required meeting documentation

Date of Submittal: 5/17/24

The following documentation has been collected, signed, and submitted with this cover sheet to the City of Mobile Planning and Zoning Department for the proposed application(s) (i.e. Rezoning, Planned Development, Conditional Use Permit):

Application, Neighborhood Meeting Documentation,
owner authorization letters

Neighborhood Meeting Date: 5/15/24

Neighborhood Meeting Time: 4pm - 5pm

Neighborhood Meeting Location: Tillman's Corner Community Center
5055 Carol Plantation Rd, Mobile, AL 36619

The following documents are enclosed (place a checkmark where applicable):

- ☒ Dated photograph(s) of the posted sign(s)
- ☒ The verified address list of surrounding property owners to whom notification was provided
- ☒ A copy of the notice advertising the Neighborhood Meeting
- ☒ A sign-in sheet documenting meeting attendance
- ☒ A written summary or minutes of the meeting
- ☒ Copies of any site plans, building elevations or other documents provided or referenced at the meeting
- ☐ Additional documents (Describe: _____)

Applicant's Name: AL Mobile Kooiman I, LLC
(First Name & Last Name)

Applicant's signature attesting to the accuracy of the documentation provided:

X  Date: 5/20/24

All required meeting documentation must be submitted to the Planning and Zoning Department not less than 15 days before the applicable Planning Commission meeting date. Failure to do so will require the associated application(s) to be heldover to a later meeting date.

Notice of Neighborhood Meeting
4/25/24

Dear Property Owner(s):

This letter is to inform you that a Neighborhood Meeting has been scheduled to discuss the following application(s) that **AL Mobile Kooiman I, LLC** will be submitting to the Mobile City Planning Commission:

- (1) Application Zoning Change to rezone the property at parcel number 3308341000001XXX from Residential-Agriculture (R-A) to B-5.

The Neighborhood Meeting will be held at the following time, date, and location:

5/15/24

4pm – 5pm

Tillman's Corner Community Center – Room A
5055 Carol Plantation Rd,
Mobile, AL 36619

You are receiving this notice because your property is located within 300 feet of parcel numbers 3308341000002XXX and 3308341000001XXX in compliance with the notification requirements of Article 5 of the city's Unified Development Code (UDC). You or your agent are invited to attend the Neighborhood Meeting to learn more about the above-referenced application(s), ask questions, and present your views.

Sincerely,

AL Mobile Kooiman I, LLC

AL Mobile Kooiman I, LLC
201 Riverplace, Suite 400
Greenville, SC 29601
eschmidt@realtylinkdev.com

Notice of Neighborhood Meeting
4/25/24

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Sincerely,

AL Mobile Kooiman I, LLC

AL Mobile Kooiman I, LLC
201 Riverplace, Suite 400
Greenville, SC 29601
eschmidt@realtylinkdev.com

NAME	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
JACOBS NOAH PATRICK JR & CHERYLE D JACOBS	5437 POWELL LN	THEODORE	AL	36582
HUBER DAVID RANDOLPH & CYNTHIA LOUISE HUBER	5168 KOOIMAN RD	THEODORE	AL	36582
MCNIDER JAMES E JR	P O BOX 190951	MOBILE	AL	36619
MCNIDER J E JR	P O BOX 190951	MOBILE	AL	36619
MCNIDER J E JR	P O BOX 190951	MOBILE	AL	36619
JACKSON HORACE T	150 FENWICK RD	MOBILE	AL	36608
LAYTON JAMES A	5146 KOOIMAN RD	THEODORE	AL	36582
AAA COOPER TRANSPORTATION	PO BOX 6827	DOTHAN	AL	36302
AAA COOPER TRANSPORTATION	PO BOX 6827	DOTHAN	AL	36302
DUNLAP CORTLANDT K & MICHAEL A DUNLAP	929 165TH AVE SE	BELLEVUE	WA	98008
GARRETT GREGORY LEE	3998 BYRONELL DR N	MOBILE	AL	36693
WACKER JOHN C III	6641 BAY RD	MOBILE	AL	36605
DOT DIRT LLC	8307 CHADBURN XING	MONTGOMERY	AL	36116
WAREHOUSE RENTALS LLC A GEORGIA LIMITED LIABILITY COMPANY	PO BOX 126	VALDOSTA	GA	31603
DIXON DAVID B	203 PAWNEE CIR	SARALAND	AL	36571
REGIONS BANK AS TRUSTEE SPRINGHILL COLLEGE FOUNDATION 50% INT & TAMADA LLC 30% INT &	PO BOX 13519	ARLINGTON	TX	76094
LATHAN JERRY & TERRY M	4998 KOOIMAN RD	THEODORE	AL	36582
LATHAN JERRY & TERRY LATHAN	ONE CYPRESS LAKE	THEODORE	AL	36582

Neighborhood Meeting

Date: 5/15/24

Time: 4 pm - 5 pm

Location: Tillman's Corner Community Center - Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

Project/Application (e.g. Rezoning from R-1 to B-1):

Rezoning from Industrial and Residential to B-5

Please Sign In:

Name: David R. Huber Email: davidhuber@bellsouth.net
Address: 5168 Kooiman Rd Theodore, AL 36582 Phone: 251-802-6588

Name: Bruce Huber Email: brucesbadtwo@yahoo.com
Address: 5501 Powell Lane Phone: 251-2324110

Name: Patrick Sados Email: noahgond210@att.net
Address: 5437 Powell Ln Phone: 251 391 9570

Name: John Howard Email: cdman730@gmail
Address: 5520 E. 1st Phone: 251 209 6567

Name: Jeff McNIEN Email: jeffmcniel@gulfwilbertvault.com
Address: 5100-5128 KOOIMAN ROAD Phone: 251-653-0267

Neighborhood Meeting Sign-In Sheet
Date: 5/15/24
Applicant: AL Mobile Koolman, LLC

Location: Tillman's Corner Community Center - Room A
Application(s): Rezoning

Name: Steve Forwood Email: stevforwood@yahoo.com
Address: 1086 Southern Way Phone: 422-8895

Name: Judd Nash Email: jnash@r1cold.com
Address: 201 Riverplace, Suite 400 Phone: 404-310-0815
Greenville, SC 29609

Name: David Dichiana Email: ddichiana@kadec-eng.com
Address: _____ Phone: 205-777-9064

Name: Brian Hatcher Email: bhatcher@kadec-eng.com
Address: _____ Phone: 205-305-4079

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

Name: _____ Email: _____
Address: _____ Phone: _____

PROJECT: Kooiman Cold Storage

Meeting Minutes

Date	5/15/2029
Time	4:00pm – 5:00 pm
Location	Tillman's Corner Community Center – 5055 Carol Plantation Rd
Attendees	Project Representatives - David Dichiara (KE), Brian Hatcher (KE), Judd Nash (RL) Neighborhood Attendees - See sign in sheet
Note Author	David Dichiara (KE)
Distributed To	Project File & Rezoning application

Meeting Objective:

Discussion of the proposed rezoning of the subject property (56 acres) from R-A to B-5 with the attendees, answering questions relating to the proposed rezoning and proposed project and taking notes of their comments and concerns.

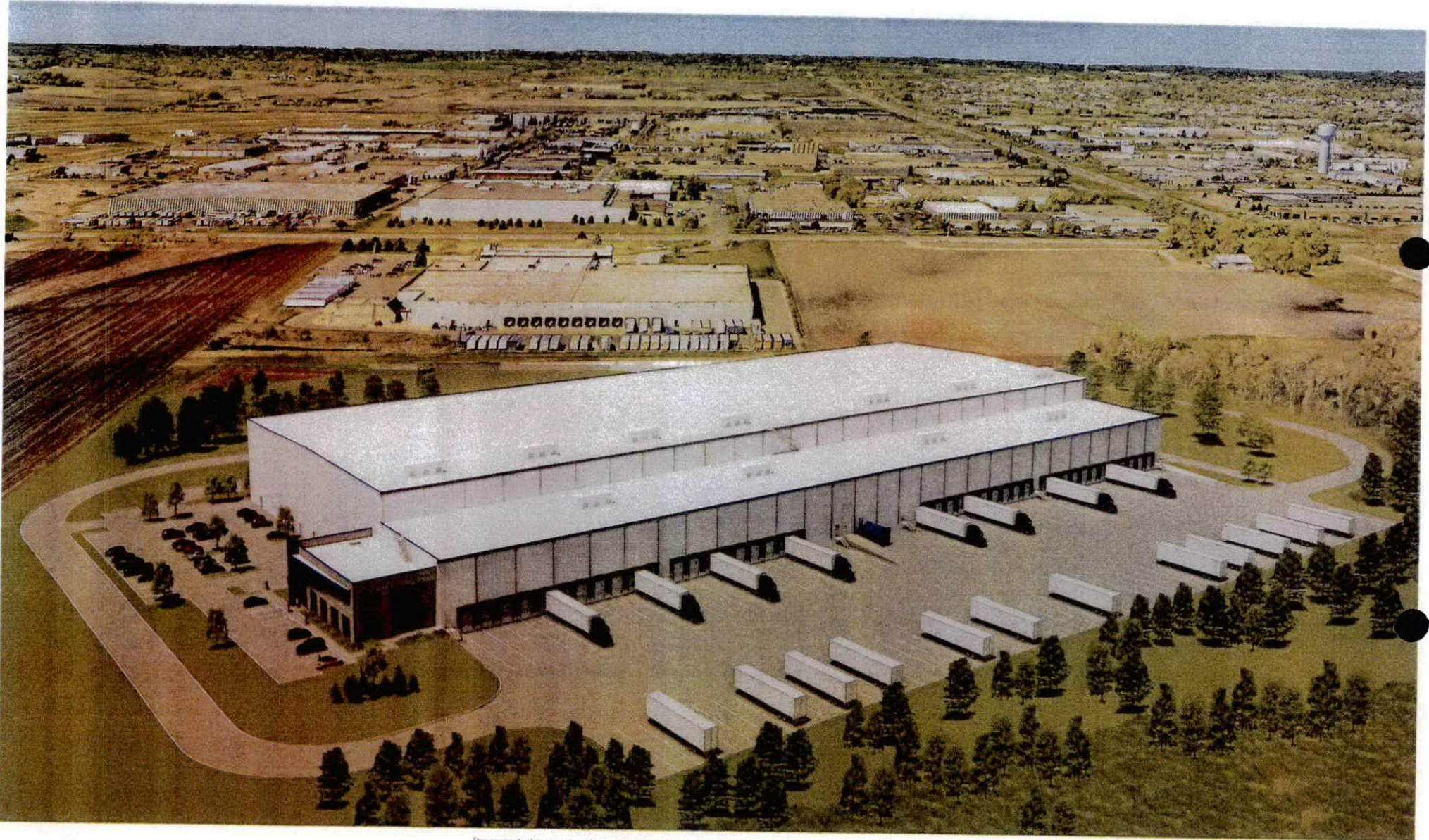
Meeting Discussion:

- Introduction from Project Representatives
 - The project representatives made introductions of themselves and indicated that the purpose of the meeting was for discussion of the proposed rezoning of the subject property (56 acres) from R-A to B-5 with the attendees, answering questions relating to the proposed rezoning and proposed project and taking notes of their comments and concerns.
 - A conceptual project layout was presented on a board to the attendees indicating the location of the subject property, conceptual layout of the project and the surrounding adjacent properties. The shared concept is enclosed as an exhibit to these minutes.
 - It was presented that the proposed project included a +/- 250,000sf cold storage facility that would lease space within the climate-controlled warehouse to leases needing refrigerated storage. Finished goods would be delivered to the facility via tractor trailer and potentially rail.
 - The representatives ask for comments, questions, and concerns from the attendees.
- Topics of discussion with the attendees.
 - The main topics of concern and questions revolved around Traffic, noise and environmental.
 - Attendees were concerned about additional traffic added to Kooiman Road and that the intersection of Kooiman and Hwy 90 was already congested and that the traffic light

didn't have a long enough green time for traffic west bound on Kooiman trying to continue onto Hwy 90. The project representatives expressed that a traffic study would be completed as part of this project and that the forementioned intersection would be one of the study points of the traffic study.

- A question was asked regarding operating hours and the response was given that expected operating hours would be within what is allowable by the City's ordinance.
- A question was asked regarding noise levels from the facility and the response was given that the facility would operate within what is allowable by the City's noise ordinance.
- A question was asked about how much buffer or trees could be maintained along the frontage of the site along Kooiman and the responses was given that the parking lot closest to Kooiman Road was held off approximately 100 – 150 ft in an effort to keep existing vegetation if possible and provide area for replanting of landscaping in accordance with the City's landscaping ordinance.
- A question was asked regarding the number of proposed access points onto Kooiman road and the response was given that currently there are two points of access planned and the preliminary locations of those where shown on the conceptual layout.
- A question was asked how was handling the project's stormwater and the response was given that the site storm drainage would be collected and safely conveyed to stormwater management area(s) along the eastern side of the site in lower portions that were uplands. The stormwater would be treated in accordance with the City's stormwater ordinance which would include holding stormwater flows and release them at the pre-existing conditions for the required 2 – 25 yr storm frequencies and provide water quality treatment of the 1.2 inches of rainfall (first flush) per the City's ordinance.
- The attendees did not voice an opposition to the project but rather expressed that they wanted to stay informed with what was planned.
- The project representatives indicated that the next step for the proposed rezoning was for the formal application of rezoning request to the City Planning and Zoning department and from there once the application was considered complete by staff it would be put on a City Planning Commission meeting agenda for consideration of recommendation for approval or denial to City Council.

The above concludes my understanding of the items and topics discussed. Should there be errors or omissions, please contact me so that we can discuss any revisions or additions.



This conceptual design is based upon a preliminary review of siting requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

WARE MALCOMB

05.01.2024

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619 -

5/3/2024 10:07 am

Rezoning Meeting

May 15, 2024

4 pm - 5 pm

Judd Nash

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 10:36 am

Rezoning Meeting

May 15, 2024

Judd Nash

4 pm - 5 pm

(404) 310-0815

Tillman's Corner

Community Center Room A

5055 Carol Plantation Rd,

Mobile, AL 36619

5/3/2024 9:55 am

5/3/2024 10:20 am

Rezoning Meeting
May 15, 2024
Judd Nash
4 pm - 5 pm
(404) 310-0815
Tillman's Corner
Community Center Room A
5055 Carol Plantation Rd,
Mobile, AL 36619



Agenda Item # 21

ZON-UDC-002963-2024

View additional details on this proposal and all application materials using the following link:

[Applicant Materials for Consideration](#)

DETAILS

Location:

South side of Kooiman Road, 1,237'± West of Todd Acres Drive

Applicant / Agent:

AL Kooiman I, LLC

Property Owner:

Springhill College Foundation

Current Zoning:

R-A, Residential Agricultural District

Proposed Zoning:

B-5, Office Distribution District

Future Land Use:

Heavy Industry

Applicable Codes, Policies, and Plans:

- Unified Development Code
- Map for Mobile Comprehensive Plan

Proposal:

- Rezoning from R-A to B-5
Any use permitted in the proposed district would be allowed at this location if the zoning is approved. The Planning Commission may consider other zoning districts than the proposed sought by the applicant for this property.

Commission Considerations:

1. Rezoning with three (3) conditions.

Report Contents:

	Page
Context Map	2
Site History	3
Staff Comments	3
Commission Considerations	4
Exhibits	6

PLANNING COMMISSION VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER	21	DATE	June 20, 2024
APPLICANT	AL Mobile Kooiman I, LLC		
REQUEST	Rezoning from R-A to B-5		



SITE HISTORY

The subject site was annexed into the City of Mobile in 2009, and was subsequently zoned R-A, Residential Agricultural by the City Council.

The site has not been the subject of any Planning Commission or Board of Adjustment applications.

STAFF COMMENTS

Engineering Comments:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control; the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

A traffic impact study will be required. Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3-12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require

approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all non-sprinklered commercial buildings and within 300' of all sprinklered commercial buildings. Fire water supply for all commercial buildings will be required to meet the guidance of Appendices B and C of the 2021 International Fire Code. The minimum requirement for fire hydrants is to be within 400' of non-sprinklered commercial buildings, within 600' of sprinklered commercial buildings, and within 100' of fire department connections (FDC) for both standpipes and sprinkler systems.

Planning Comments:

A detailed description of the proposed request is available via the link on Page 1 of this report. In summary, the applicant is requesting to rezone the subject site from R-A, Residential Agricultural District to B-5, Office Distribution District.

The site abuts a property to the North that is currently zoned R-A and B-5, which has some commercial development, but is largely undeveloped; to the South, an undeveloped R-A property; to the East undeveloped R-A and I-2; and to the West, by commercially developed B-5 property.

The site plans submitted (two different site plans submitted – one with direct rail spur and one with rail spur crossing other properties) provided with the rezoning application depicts a proposed refrigerated warehouse with associated parking. While full compliance with development standards set forth in Article 3 are not depicted, the proposed development will require full compliance with the Unified Development Code (UDC). Any signage placed on the property will also need to meet the requirements of the UDC, and be permitted separately through the Planning and Zoning Department.

It should be noted that the subject site is not a legal lot of record. As such, a 1-lot Subdivision will need to be approved by the Planning Commission and recorded in Probate Court, prior to the issuance of any land disturbance or building permits.

Furthermore, it should be noted that the site plan submitted depicts future building expansion and parking spaces on an adjacent parcel to the South that is not included in this application. It should be noted that the adjacent parcel is zoned R-A, and will therefore need to be rezoned prior to the development of that property.

Finally, the site plan submitted appears to depict an extension on the adjacent railroad onto the subject site with a "rail spur". As railroad facilities are not allowed in a B-5 district, the applicant will need to obtain a Use Variance to allow such a development.

REZONING CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in 64-5-5.E. states that Rezoning is intended to carry out the objective of a sound, stable and desirable development and that casual change or amendment would be detrimental to the achievement of that objective.

The UDC goes on to say that zoning changes should be consistent with the Comprehensive Plan. However, the Comprehensive Plan and Future Land Use Plan (FLUP) and Map (FLUM) are meant to serve as a general guide, not a detailed lot and district plan; they are not a legal mandate for development. The FLUP and FLUM allow the Planning Commission and City Council to consider individual cases based on several factors including: surrounding development, classification requested, timing of the request, and the appropriateness and compatibility of the proposed use the zoning classification.

The UDC states that an application for rezoning shall include a statement of the justification for the proposed amendment that addresses all of the following:

- A. Consistency. Whether the proposed amendment is consistent with the Comprehensive Plan;
- B. Mistake. For a Rezoning, whether there was a mistake or error in the original zoning map; and
- C. Compatibility. Whether the proposed amendment is compatible with:
 - o The current development trends, if any, in the vicinity of the subject property;
 - o Surrounding land uses;
 - o Would adversely impact neighboring properties; or
 - o Cause a loss in property values.
- D. Health, Safety and General Welfare. Whether the proposed amendment promotes the community's public health, safety, and general welfare;
- E. Capacity. Whether the infrastructure is in place to accommodate the proposed amendment; and
- F. Change. Whether changed or changing conditions in a particular area make an amendment necessary and desirable.
- G. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

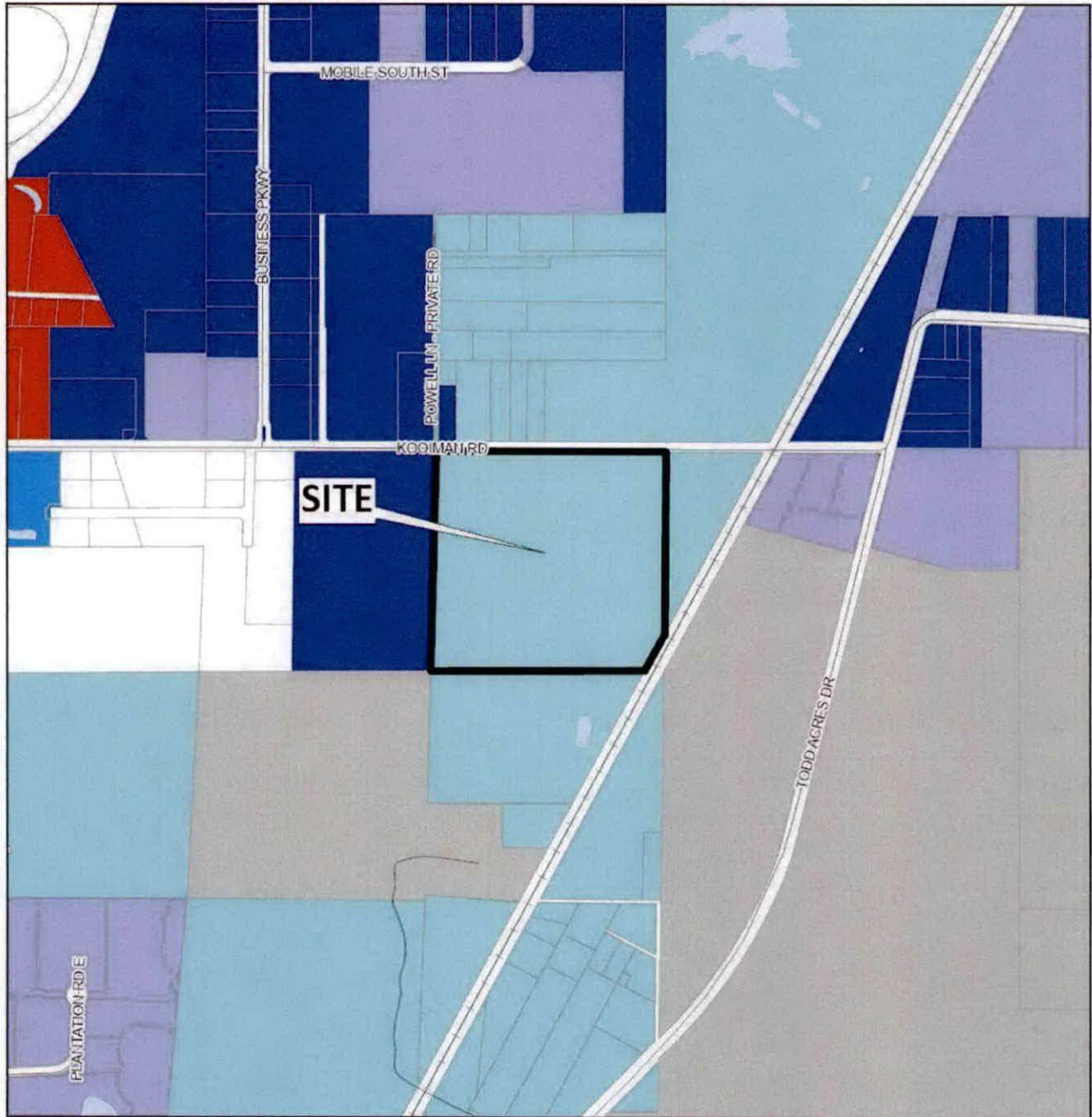
The applicant's responses to address the above criteria are available in the link on page one (1).

Considerations:

If the Planning Commission considers a recommendation of approval of the request to the City Council to Rezone the site to B-5, the following conditions could apply:

1. Completion of a 1-lot Subdivision;
2. Compliance with all Engineering, Traffic Engineering, Urban Forestry, and Fire Department comments noted in this staff report; and,
3. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 21 DATE June 20, 2024

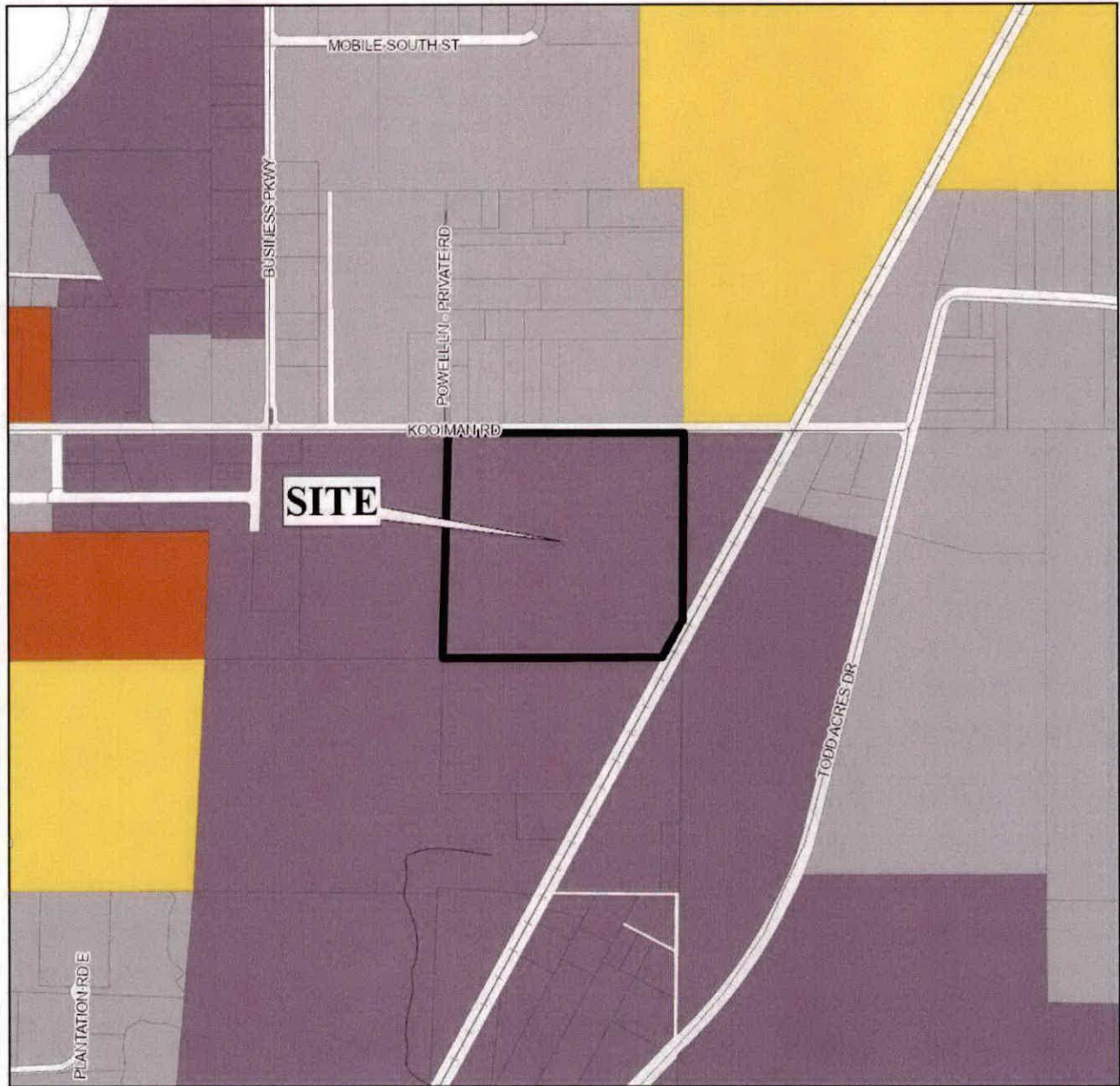
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5



NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 21 DATE June 20, 2024

APPLICANT AL Mobile Kooiman I, LLC

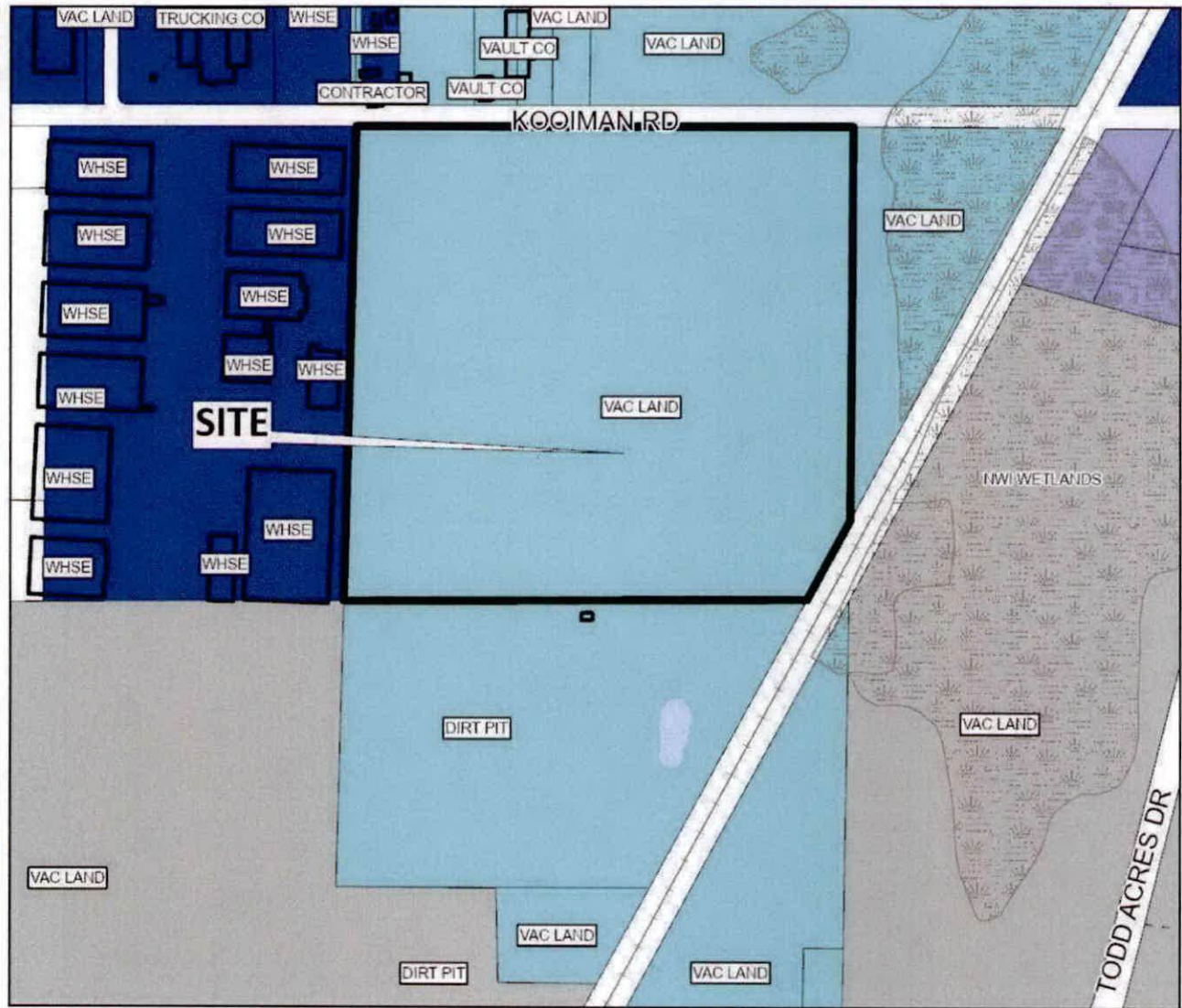
REQUEST Rezoning from R-A to B-5

- | | | | |
|---------------------------|-----------------------------------|---------------------|--------------------|
| Low Density Residential | Neighborhood Center - Traditional | Downtown Waterfront | Parks & Open Space |
| Mixed Density Residential | Neighborhood Center - Suburban | Light Industry | Water Dependent |
| Downtown | Traditional Corridor | Heavy Industry | |
| District Center | Mixed Commercial Corridor | Institutional | |



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial and industrial units.

APPLICATION NUMBER 21 DATE June 20, 2024

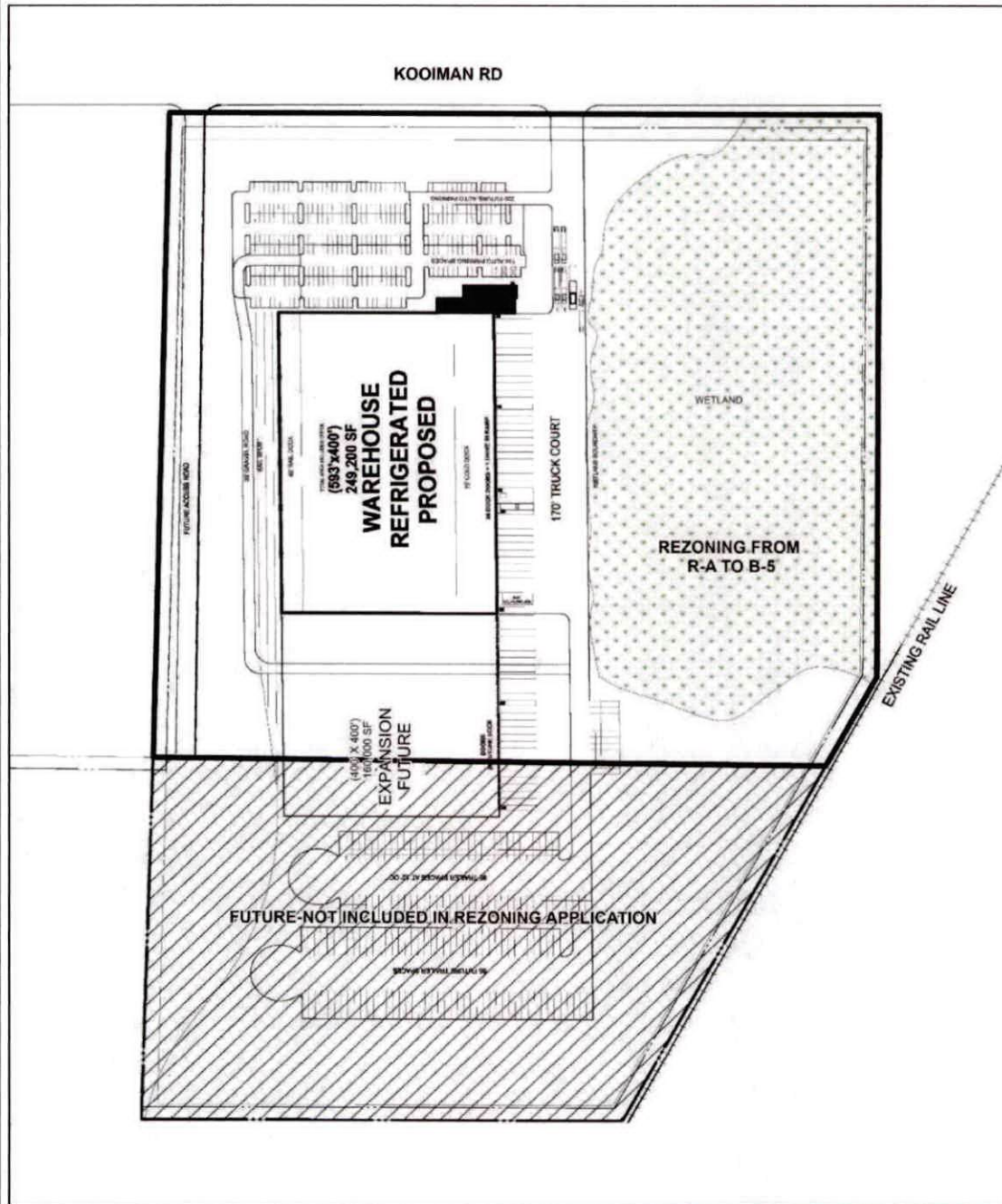
APPLICANT AL Mobile Kooiman I, LLC

REQUEST Rezoning from R-A to B-5

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	



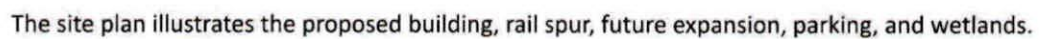
SITE PLAN



The site plan illustrates the proposed building, future expansion, parking, and wetlands.

APPLICATION NUMBER	21	DATE	June 20, 2024	 NTS
APPLICANT	AL Mobile Kooiman I, LLC			
REQUEST	Rezoning from R-A to B-5			

KOOIMAN RD



N
NTS

ZONING DISTRICT CORRESPONDENCE MATRIX			LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWUR)
RESIDENTIAL - AG	R-A															
ONE-FAMILY RESIDENCE	R-1	■					■		■					□		
TWO-FAMILY RESIDENCE	R-2	■					■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■				■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○				■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■		■	■	■					□		
HISTORIC BUSINESS	H-B				■		■		■					□		
VILLAGE CENTER	TCD						■	■						□		
NEIGH. CENTER	TCD						■	■						□		
NEIGH. GENERAL	TCD						■							□		
DOWNTOWN DEV. DDD	T-6				■									□		
DOWNTOWN DEV. DDD	T-5.1				■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2				■		■							□		
DOWNTOWN DEV. DDD	T-4				■		■		□					□		
DOWNTOWN DEV. DDD	T-3				■		■							□		
DOWNTOWN DEV. DDD	SD-WH										○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□				□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○				□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○				□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■					■			○	□	○	
GEN. BUSINESS	B-4				■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5									■	■			□	□	
LIGHT INDUSTRY	I-1										■			□	□	□
HEAVY INDUSTRY	I-2											■		□		□

Zoning District Correspondence Matrix

- Directly Related
- Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

HEAVY INDUSTRY (HI)

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage

areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

AL MOBILE KOOIMAN I, LLC

July 8, 2024

City of Mobile
Planning & Zoning Department
5055 Carol Plantation Road
Mobile, AL 36619

VIA FEDEX OVERNIGHT
777289039927

RE: AL Mobile Kooiman I, LLC – Case # ZON-UDC-002963-2024

Dear Planning & Zoning Department:

Please find enclosed Check #10209 in the amount of \$434.34 for payment of the advertising fee for rezoning, Case # ZON-UDC-002963-2024.

Should you have any questions, feel free to contact me at (864) 603-1759, or via e-mail at hjones@realtylinkdev.com.

Sincerely,

Heather Jones

Heather Jones
Legal Assistant

cc: File

PLANNING AND ZONING
10 JUL 2024 AM 9:53

AN ORDINANCE TO ANNEX CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson.

WHEREAS, KD Tillmans Corner, LLC, an Alabama Limited Liability Company, is the owner of real property situated in the County of Mobile located at 4589 Hermitage Avenue and 5344 Highway 90 W, said property being described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89°-56'-02" EAST ALONG THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 177.47 FEET TO A CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF LOT 2 OF SAID RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS; THENCE RUN NORTH 00°-58'-21" EAST A DISTANCE OF 299.53 FEET TO THE NORTH LINE OF LOT 6, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 89°-55'-33" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 126.31 FEET TO A 60d NAIL IN A ROOT; THENCE RUN SOUTH 89°-55'-49" WEST ALONG THE NORTH LINE OF SAID LOT 6 A DISTANCE OF 199.76 FEET TO A 1" OPEN TOP PIPE AT THE NORTHWEST CORNER OF SAID LOT 6; THENCE RUN SOUTH 00°-05'-56" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF HERMITAGE AVENUE (50' R/W) AND ALONG THE WEST LINE OF SAID LOT 6 AND ALONG THE WEST LINE OF LOT 7, BLOCK 1 OF SAID SUBURBAN GARDENS A DISTANCE OF 199.86 FEET TO A CAPPED REBAR (POLY) AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE RUN NORTH 89°-53'-32" EAST ALONG THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 143.23 FEET TO A

CAPPED REBAR (POLY) AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE RUN SOUTH 00°-02'-00" WEST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 99.68 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.90 ACRES, MORE OR LESS.

WHEREAS, KD Tillmans Corner, LLC has submitted a Petition for Annexation asking that the above-described property be annexed to and become a part of the City of Mobile; and,

WHEREAS, said Petition contained the signatures of all of the owners of the described property and a map of said property showing its relationship to the corporate limits of the City of Mobile; and,

WHEREAS, the property that is the subject of the Petition for Annexation is contiguous to the corporate limits of the City of Mobile, and does not lie within the corporate limits of any other municipality; and,

WHEREAS, the City Council of the City of Mobile has determined that it is in the public interest that said property be annexed to the City of Mobile and the Council has further determined that all legal requirements for annexing said real property have been met pursuant to Sections 11-42-20 through 11-42-24 of the Code of Alabama.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, as follows:

1. That the City Council of the City of Mobile finds and declares as the legislative body of the City that it is in the best interests of the citizens of the City, and the citizens of the affected area, to bring the territory described in paragraph 2 of this Ordinance into the corporate limits of the City of Mobile.

2. That the boundary lines of the City of Mobile be, and the same hereby are, altered and rearranged so as to include all the property heretobefore encompassed by the corporate limits of the City, and in addition thereto the following described property, to-wit:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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Property Address: 4589 Hermitage Avenue
Mobile, Alabama 36619

Parcel Number: 3305223000022.000

Key Number: 1126711

Property Address: 5344 Highway 90 W
Mobile, Alabama 36619

Parcel Number: 3305223000021.001

Key Number: 1842894

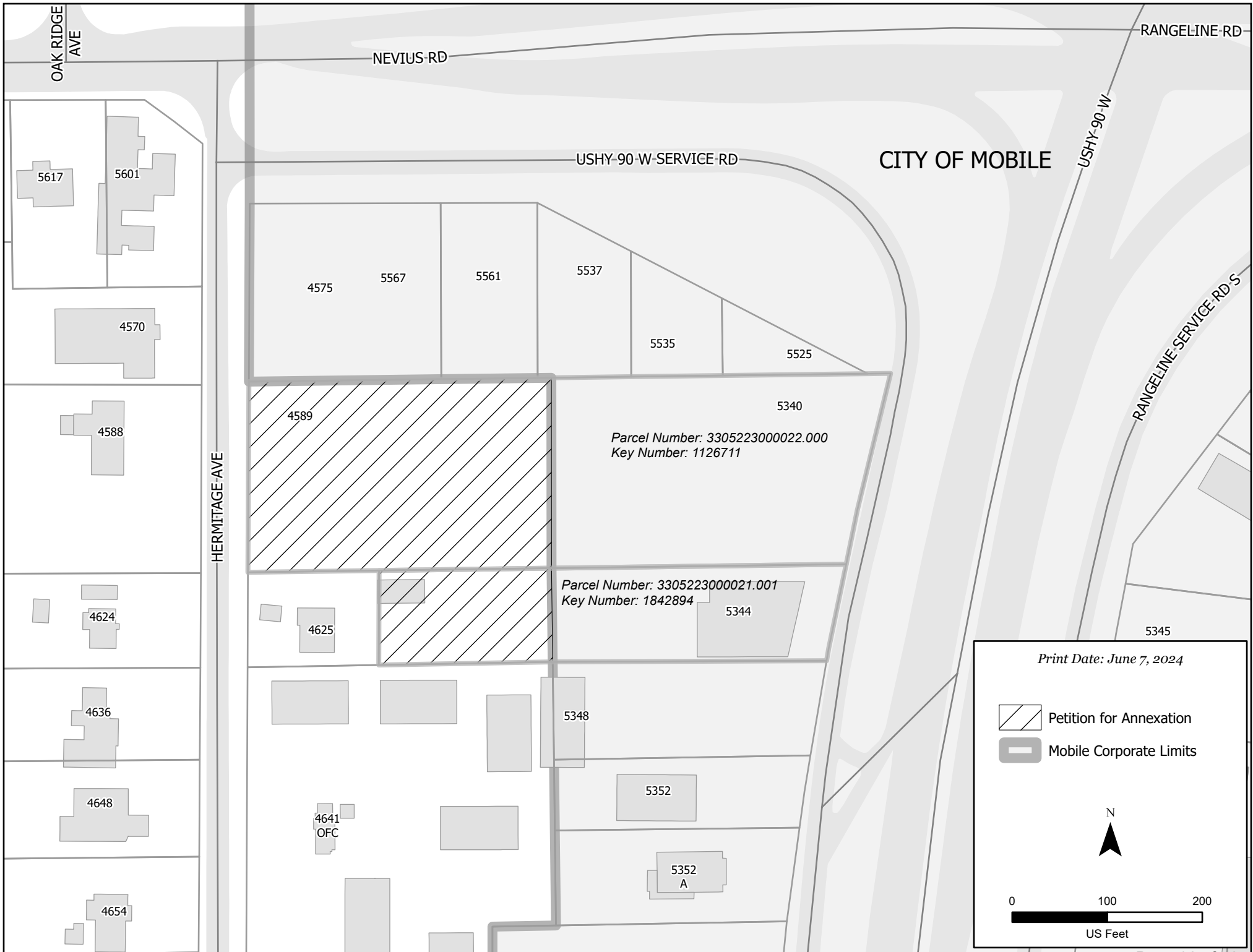
A map depicting the property to be annexed is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the property described above, the depiction of the property on the attached map shall control and be given effect.

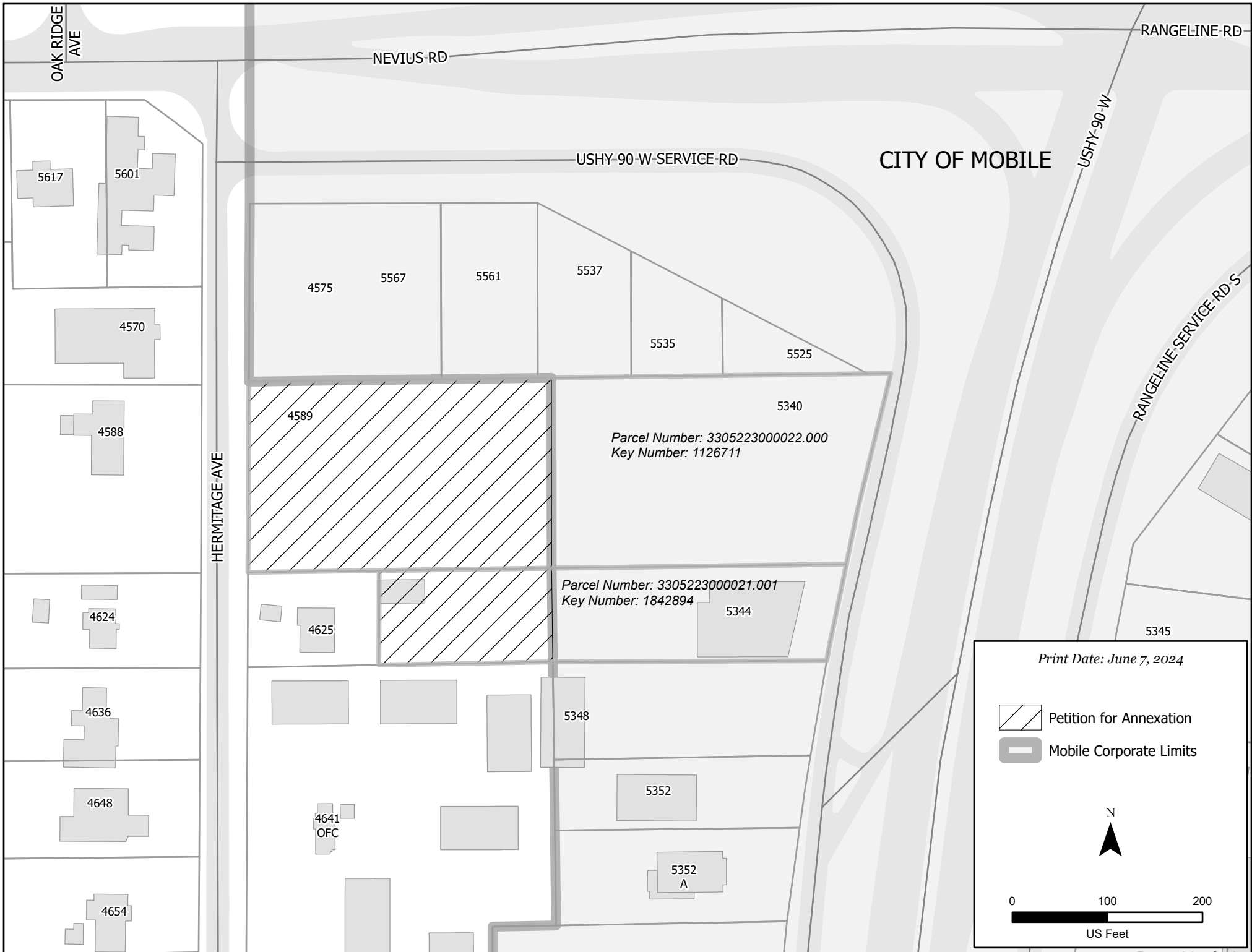
3. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the Petition of the property owner, shall be filed with the Probate Judge of Mobile County, Alabama.

4. The property described in this Ordinance shall become a part of the corporate limits of the City of Mobile upon publication of this Ordinance as set forth in paragraph 3.

ADOPTED:

CITY CLERK





PETITION FOR ANNEXATION

TO THE CITY OF MOBILE, ALABAMA:

The undersigned, KD Tillmans Corner, LLC, acting by and through its Manager, MS One, LLC, as owner of all of the hereinafter described real property situated in the County of Mobile, Alabama, hereby executes and files with the City Clerk for the City of Mobile this written petition asking and requesting that the property hereinafter described be annexed to the City of Mobile under the authority of Title 11, Chapter 42, Article 2 (sections 11-42-20 through 11-42-24) of the Code of Alabama.

Said property is located at 4589 Hermitage Avenue and 5344 Highway 90 W and is described as follows:

THE WESTERN PORTION OF LOTS 6 & 7, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 5, PAGES 295-300 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA AND THE WESTERN PORTION OF LOT 1, RESUBDIVISION OF LOT 8 AND A PORTION OF LOT 9, BLOCK 1, SUBURBAN GARDENS, AS RECORDED IN MAP BOOK 113, PAGE 77 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA;

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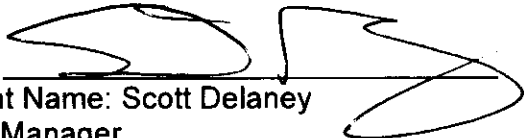
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We further certify that said property is contiguous to the corporate limits of the City of Mobile and that none of the property lies within the corporate limits of another municipality. A map of said property showing the relationship of the property to the corporate limits of the City of Mobile is attached hereto.

IN WITNESS WHEREOF, we have hereunto subscribed our names on this 13 day of June, 2024.

KD Tillmans Corner, LLC,
an Alabama Limited Liability Company

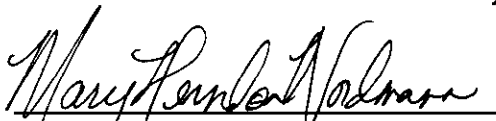
By: MS One, LLC, Manager,
an Alabama Limited Liability Company

By: 
Print Name: Scott Delaney
Its: Manager
Address: 3262 Old Shell Road, STE C-1
Mobile, AL 36607

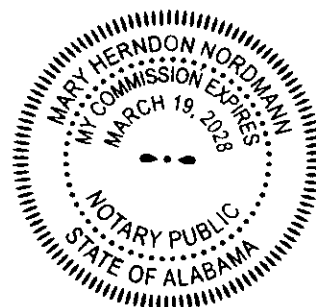
STATE OF ALABAMA

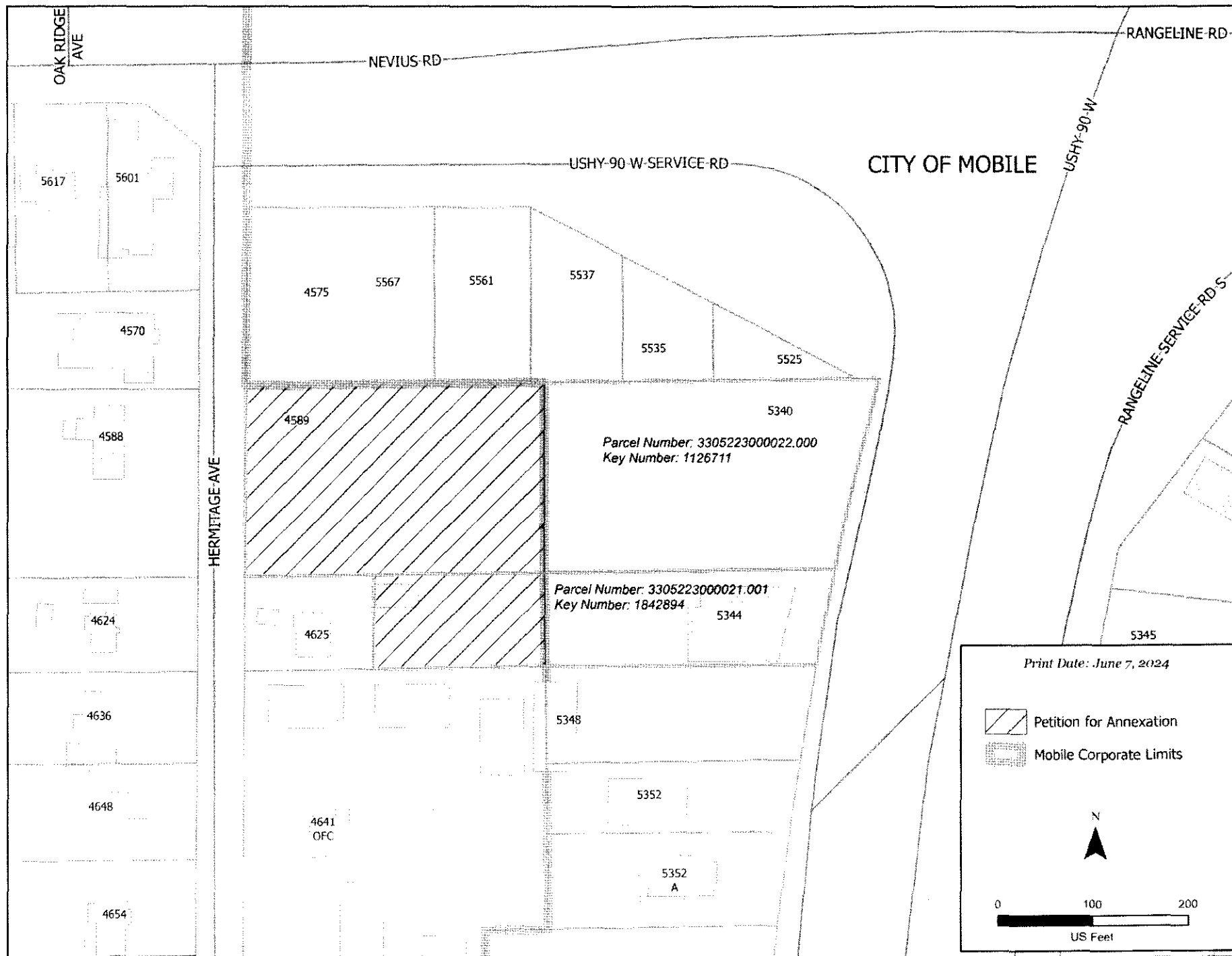
COUNTY OF MOBILE

I, the undersigned Notary Public in and for said County and State, hereby certify that Scott Delaney, whose name is signed to the foregoing Petition for Annexation as Manager of MS One, LLC, an Alabama limited liability company, and who is known to me, on this day, being informed of the contents of said Petition, and with full authority to act for and on behalf of said limited liability company, he executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.


NOTARY PUBLIC

My Commission expires: 3/19/28





AN ORDINANCE TO ANNEX CERTAIN PROPERTY
INTO THE CORPORATE LIMITS OF THE CITY OF MOBILE

Sponsored by: Mayor William S. Stimpson.

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WHEREAS, the property that is the subject of the Petition for Annexation is contiguous to the corporate limits of the City of Mobile, and does not lie within the corporate limits of any other municipality; and,

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Mobile, Alabama 36619

Parcel Number: 3305223000022.000

Key Number: 1126711

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Parcel Number: 3305223000021.001

Key Number: 1842894

A map depicting the property to be annexed is attached hereto and incorporated herein. In the event of a conflict between the attached map and the written description of the property described above, the depiction of the property on the attached map shall control and be given effect.

3. This Ordinance shall be published as provided by law, and a certified copy of same, together with a certified copy of the Petition of the property owner, shall be filed with the Probate Judge of Mobile County, Alabama.

4. The property described in this Ordinance shall become a part of the corporate limits of the City of Mobile upon publication of this Ordinance as set forth in paragraph 3.

ADOPTED:

CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5057

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: CIP Westside Park - Parking & ADA Improvements

CAPITAL PROJECT #: C0790 (20002000-48010)

CONTRACT AMOUNT: \$260,000.00 DATE OF RECEIPT: 8/15/2024

ARCHITECTURAL ENGINEERING PROJECT #: PR-009-23

PROJECT DESCRIPTION: Providing and installing accessible sidewalks and parking to include ADA compliance.

VENDOR NAME: Parten Smith, Inc.

VENDOR NUMBER: 296459

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*

Construction**

ROW (Acquisitions)

Performance-Contributed

Contractual

Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%
X or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I

Date: 08/08/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Josh Woods

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Parten Smith, Inc.

Project Name: CIP Westside Park - Parking & ADA Improvements

Project Number: PR-009-23

Amount: \$260,000.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **CIP Westside Park - Parking & ADA Improvements**

CAPITAL PROJECT #: **C0790 (20002000-48010)**

CONTRACT AMOUNT: **\$260,000.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **PR-009-23**

PROJECT DESCRIPTION: **Providing and installing accessible sidewalks and parking to include ADA compliance.**

VENDOR NAME: **Parten Smith, Inc.**

VENDOR NUMBER: **296459**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT (Director of REAM)**

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant I Date: **08/08/2024**



08.07.2024

To Whom It May Concern:

Attached to this memo is an agreement between the West Side Park and the City of Mobile, enabling PARTEN SMITH INC to accept and receive CIP funds in the amount of \$260,000.00 from the City to Parking & Accessibility Upgrades for the project titled "West Side Park - Parking & Accessibility Upgrades."

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2023
District:	

We look forward to continued communication on this important CIP-funded project. Please call me with questions at 251-208-7635 or email me at shannon.mcintyre@cityofmobile.org.

Respectfully,

McIntyre, Shannon

251-208-7635

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Parten Smith, Inc.
P.O. Box 189
St. Elmo, AL 36568
City of Mobile Business License Number: 112160
Secretary of State Registration Number: 000-290-106

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

Westside Park Parking & Ada Improvements
7600 Hitt Road
Mobile, Alabama 36695
PR-009-23

The work of this contract consists of providing and installing new concrete sidewalks and parking.

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Lieb Engineering Company, LLC
1290 Main Street
Suite E
Daphne, AL 36526

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than seventy (70) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Hundred and Sixty Thousand and 00/100 (\$ 260,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$233,200.00

Contingency Allowance: \$10,000.00

Total Bid: \$243,200.00

Alternate: \$16,800.00

Total Contract Sum: \$260,000.00

§ 4.2 Alternates

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

Item	Price
Additive Alternate #1	\$16,800.00

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1: Provide and install one (1) cy fiber mesh reinforced concrete, broom finished per drawings. Include excavation, fill, compaction, grading, disposal, formwork, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$15.00
Unit Price #2: Demolition of one (1) cy existing concrete. Include labor, equipment, and haul off.	CY	\$5.00
Unit Price #3: Provide and install one (1) cy asphalt per drawings. Include excavation, fill, compaction, grading, disposal, reinforcement, placement, curing, sealant and all other necessary construction components for installation.	CY	\$75.00

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Unit Price #4: Demolition of one (1) cy existing CY
asphalt. Include labor, equipment, and haul off.

\$5.00

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;

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- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

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The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
 - a.) Contractor's Release or Waiver of Liens
 - b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
- Any additional close out requirements per the contract documents; and
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Parten Smith, Inc. has completed the contract for PR-009-23, Westside Park Parking & Ada Improvements, 7600 Hitt Road Mobile, Alabama 36695. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

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(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Carl Hanke, Estimator
P.O. Box 189
St. Elmo, AL 36568
Carl@psinc.biz
251-957-1555

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

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- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 United States Longshoreman's Harbor Worker's Act.
- .4 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .6 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
 - Included or X Not Applicable.
 - I. Underground Hazard:
 - Included or X Not Applicable.

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- .7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:
- | | | |
|----|--------------------------------------|--|
| A. | Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| B. | Property damage | \$1,000,000 each occurrence; or, |
| C. | Bodily Injury and
Property damage | \$1,000,000 combined single limit |
- .8 Umbrella/Excess Liability: \$2,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
- A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
- B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
- D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
- E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

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- .10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.
- .12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.
- .13 "In Rem" endorsement.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

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2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum one (1) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for
(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
C1.0	Title Sheet	June 12, 2024
C2.0	Civil Engineering Notes	June 12, 2024

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User Notes:

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C3.0	Existing Conditions and Demolition Plan	June 12, 2024
C4.0	Site Plan	June 12, 2024
C5.0	Grading Plan	June 12, 2024
C6.0	Erosion Control Plan	June 12, 2024
C7.0	Detail Sheet	June 12, 2024

.4 Specifications

Section	Title	Date
Section 01010	Summary of Work	June 12, 2024
Section 01210	Allowances	June 12, 2024
Section 01220	Unit Prices	June 12, 2024
Section 01320	Construction Progress Documentation	June 12, 2024
Section 01330	Submittal Procedures	June 12, 2024
Section 01635	Substitution Procedures	June 12, 2024
Section 01700	Execution Requirements	June 12, 2024
Section 01731	Cutting and Patching	June 12, 2024
Section 01770	Close out Procedures	June 12, 2024
Section 01783	Project Record Documents	June 12, 2024

.5 Addenda, if any:

Number	Date
Addendum No. 1	06/24/2024
Addendum No. 2	07/02/2024

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101

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Section 00600

Bonds, Certificates and Affidavits
Performance Bond
Labor and Material Payment Bond
E-Verify Documentation (Sample)
Application and Certificate for Payment-AIA Document G702and G703
with DBE Utilization Report
Certificate of Substantial Completion-AIA Document G704
Contractor's Affidavit of Payment of Debts and Claims-
AIA Document G706
Contractor's Affidavit of Release of Liens-AIA Document G706A
Consent of Surety to Final Payment-AIA Document G707
Request for Taxpayer Identification Number and Certification W9 Tax
Form and City of Mobile Vendor Information Form
Section 00700
General Conditions of the Contract for Construction-
AIA Document A201

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not

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and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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14

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: Parten Smith, Inc.

OWNER (Signature)

CONTRACTOR (By Signature)

William S. Stimpson, Mayor

(Rows deleted)

(Printed name and title)

Robert D. Parten, Sr., Vice President

(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Robert D. Parten, Sr. as Vice President of Parten Smith, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 25th day of July, 20 24.

NOTARY PUBLIC

My Commission Expires: 9/20/27

MATTHEW J COOK
Notary Public
Alabama State at Large

My Commission Expires
September 20, 2027

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User Notes:

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PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, hereinafter called the Principal, and FCCI Insurance Company, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.
(Corporate Seal)

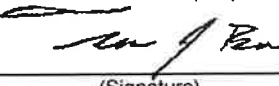
By: 

(Signature)

Name and Title: B. D. Parten ST

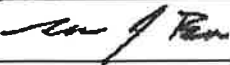
SURETY

Company: FCCI Insurance Company
(Corporate Seal)

By: 

(Signature)

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

Resident Agent: 
(Signature)

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

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

Performance Bond

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, Parten Smith, Inc. P.O. Box 189 St. Elmo, AL 36568, as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Two Hundred and Sixty Thousand and 00/100 (\$260,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Westside Park Parking & Ada Improvements 7600 Hitt Road Mobile, Alabama 36695 PR-009-23, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Thomas J. Bole **Attorney-in-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: Parten Smith, Inc.

(Corporate Seal)

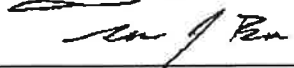
By: 
(Signature)

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

SURETY

Company: FCCI Insurance Company

(Corporate Seal)

By: 
(Signature)

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

Resident Agent: 
(Signature)

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

Company Name: Cobbs Allen

Address: 115 Office Park Drive

Birmingham, AL 35223

Phone and Fax: 205-874-1315

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

Labor and Material Payment Bond



GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Gregg A. Tatum; Thomas J. Bole; Sharon E. Griffith; Grantland Rice, III; Grace Brown; Bruce S. Denson, Jr.

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$30,000,000.00): \$30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch
Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair
Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 328535
Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this _____ day of _____

Christopher Shoucair
Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7987
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archimede.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Parten Smith, Inc.
Address	P.O. Box 189 St. Elmo, AL. 36568
Telephone	251-957-1555
E-Mail	clauger@psinc.biz

RFP/RFQ Solicitation Number	PR-009-23
Project Description	Westside Park - Parking and ADA Improvements
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 19 Female 2 Minority 10 Non-minority SDVO
Total # of Employees	31

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Robert D. Parten, Sr. Date: 7-10-2024
Signature: [Signature]
Title: Vice President

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Carl Hanke Title: Estimator
Email: Carl@psinc.biz Phone: 251-957-1555



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Parten Smith, Inc. Your Bid/Proposal Amount \$ 243,200 Date: 07/10/2024
Description Westside Park - Parking and ADA Improvements
Name of Bidder/Proposer: Robert D. Parten, Sr.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Bay Concrete	251-957-0490	Concrete Supplier	28,300.00	12%	NO	
Bayou Concrete	228-868-4833	Concrete Supplier			NO	
Evans and Company	251-633-6068	Boat Supplier/Wine Supplier	3,675.00	2%	YES	
Bennett Construction	251-423-7764	curb and sidewalks	33,000.00	14%	YES	
Jubilree Construction Services	251-215-7968	Asphalt	34,000.00	14%	NO	
Southern Fabricators	251-259-1118	Handrail Fabricator (ACT. 1)				





OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Robert D. Partin Sr.

Contact Person: Carl Hinkle

Phone 251-957-1535 Email Carl@psinc.biz

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
	☒	PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
☒		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
☒		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
☒		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
☒		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	☒	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	☒	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____

**Parten Smith Inc.**

Entity ID Number	000-290-106
Entity Type	Domestic Corporation
Principal Address	4612 GOLD DR MOBILE, AL 36619
Principal Mailing Address	4612 GOLD DR MOBILE, AL 36619
Status	Exists
Place of Formation	Mobile County
Formation Date	10/18/2013
Registered Agent Name	PARTEN, CANDICE M
Registered Office Street Address	4612 GOLD DR MOBILE, AL 36619
Registered Office Mailing Address	4612 GOLD DR MOBILE, AL 36619
Nature of Business	CONSTRUCTION/CONTRACTOR
Capital Authorized	100 @ \$.01 PV
Capital Paid In	

Directors

Director Name	PARTEN, CANDICE M
Director Street Address	4612 GOLD DR MOBILE, AL 36619
Director Mailing Address	4612 GOLD DR MOBILE, AL 36619

Incorporators

Incorporator Name	LEGALZOOM.COM INC
Incorporator Street Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203
Incorporator Mailing Address	101 N BRAND BLVD 11TH FLOOR GLENDALE, CA 91203

Annual Reports

Report Year	2016 2017 2018 2019 2020 2021 2022 2023 2024
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Scanned Documents

Purchase Document Copies			
Document Date / Type / Pages	10/29/2013	Certificate of Formation	4 pgs.



Company ID Number: 1153468

Approved by:

Employer Parten Smith Inc.	
Name (Please Type or Print) Candice M Parten	Title
Signature Electronically Signed	Date 12/22/2016
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 12/28/2016



Company ID Number: 1153468

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Parten Smith Inc.
Company Facility Address	8765 Beverly Rd Ext Irvington, AL 36544
Company Alternate Address	PO Box 189 St Elmo, AL 36568
County or Parish	MOBILE
Employer Identification Number	463978998
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

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

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

PRODUCER License # 231432 Hub International Gulf South 1141 Montlimar Drive Suite 2500 Mobile, AL 36609	CONTACT NAME: PHONE (A/C, No, Ext): (877) 250-6022 FAX (A/C, No): (251) 633-2822 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A : United Specialty Insurance Company
	INSURER B : Auto-Owners Insurance Company
	INSURER C : Alabama Home Builders
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	ATN2418203	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	5529460100	5/21/2024	5/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	X	X	BTN2411230	2/22/2024	2/22/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
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 Y	N/A	001-2024-34989-00	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Commercial Automobil			5529460100	5/21/2024	5/21/2025	Included 200,000

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

Project Name: Westside Park Parking & Ada Improvements)

Project Number: PR-009-23

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

CERTIFICATE HOLDER

CANCELLATION

City of Mobile
PO Box 1827
Mobile, AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RESOLUTION

Sponsored by: Councilmember William Carroll - District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **112 Bush Avenue** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with **Section 4, Subsection 5** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 7, 8, 12, 14 and 15; and***

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **112 Bush Avenue** described as:

**COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH
ELY 190 FT TH SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB
BEING PT GRT SEC 40 #SEC 40 T4S R1W #MP29 06 40 0 008**

Parcel Number: 29 06 40 0 008 020

Last Assessed to: SFN HOLDINGS LLC

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

June 25, 2024



TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director of Municipal Enforcement

A handwritten signature in blue ink, likely belonging to Gary Jackson, the Deputy Director of Municipal Enforcement.

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, June 25, 2024.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **112 BUSH AVENUE** OWNED BY OR MAY HAVE AN INTEREST: **SFN HOLDINGS LLC**, IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO 11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate).

PARCEL NUMBER: 29 06 40 0 008 020

COUNCIL DISTRICT 2 – WILLIAM CARROLL

LEGAL DISCRIPTION: (Assessment information sheet from tax records enclosed)

GJ/DLW



City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

112 Bush Avenue

Property Details

Parcel Key	751190	Local Historic Registry	N
Status	Scored	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results

Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y - Electrical - Gas
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	04-23-24	Comments	

Property Score

Score		Score Description	DEMO
-------	--	-------------------	------

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: _ Inspector D. Williams

Date: 05/01/2024

Property Address: 112 Bush Avenue

District No: 2

- ☒ 1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.
- ☒ 2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.
- ☒ 3. Structures or components thereof that have reached their limit state.
- ☐ 4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.
- ☒ 5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.
- ☒ 6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.
- ☒ 8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.
- ☐ 9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.
- ☒ 10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are *anchored* with connections not capable of supporting all nominal loads and resisting all load effects; or
- ☐ 13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or are anchored with connections not capable of supporting all nominal loads and resisting all load effects.
- ☒ 14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.
- ☒ 15. Yard is overgrown with weeds and/or covered with litter and debris.

**Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement**



SFN Holdings, LLC
2744 Hyland BLVD #109
Staten Island, New York 103006

May 1, 2024

**RE: 112 Bush Avenue
Project Number: ME-012-24**

Dear SFN Holdings, LLC:

On April 23, 2024, an inspection was made by David Williams, Municipal Enforcement Officer II, at the property known as 112 Bush Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

**COMG NE COR OLD SHELL RD & BUSH AVE THEN NLY 332 FT TO BEG TH ELY 190 FT TH
SLY 51.42 FT-D- 56 FT-S- TH WLY 194 FT N 60 FT TO POB BEING PT GRT SEC 40 #SEC 40
T4S R1W #MP29 06 40 0 008**

Parcel Number: 29 06 40 0 008 020

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

- ☒ structure and/or buildings located on the Property in a dangerous and unsafe condition;
- ☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
- ☒ high weeds and grass; and/or
- ☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind flood deterioration, neglect, abandonment, vandalism or by any other cause to such extent that it is likely to partially or completely collapse, or to become detached or dislodged.

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way; Or,

☒ **Sub-section:** (6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy.

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property.

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

- a) Repair the structures / and or building by **June 14, 2024**, which is 45 days from the date of this NOTICE; OR,
- b) If the specified repairs or improvements cannot be accomplished by **June 14, 2024**, provide the Code Official with a work plan to accomplish the repairs by **June 14, 2024**, which shall be subject to the approval of the code official; OR,
- c) Demolish the building, structure, part of building or structure, party wall, or foundation by **June 14, 2024**, which is 45 days from the date of this NOTICE.

IV. **NOTICE** is hereby given that on **June 25, 2024, at 10:30 a.m.**, a hearing will be held before the City Council of Mobile, Alabama, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

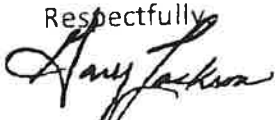
- ☒ Repaired; or,
- ☒ Demolished

NOTE: The owner or a person who is licensed and bonded must obtain the appropriate building or demolition permit before work is to begin on the identified structure (s) on the parcel.

- VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.
- VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.
- VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).
- IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions please contact David Williams, Municipal Enforcement Officer II, at (251) 208-1529.

Respectfully,



Gary Jackson

Deputy Director of Municipal Enforcement



NUISANCE ABATEMENT

112 BUSH AVENUE

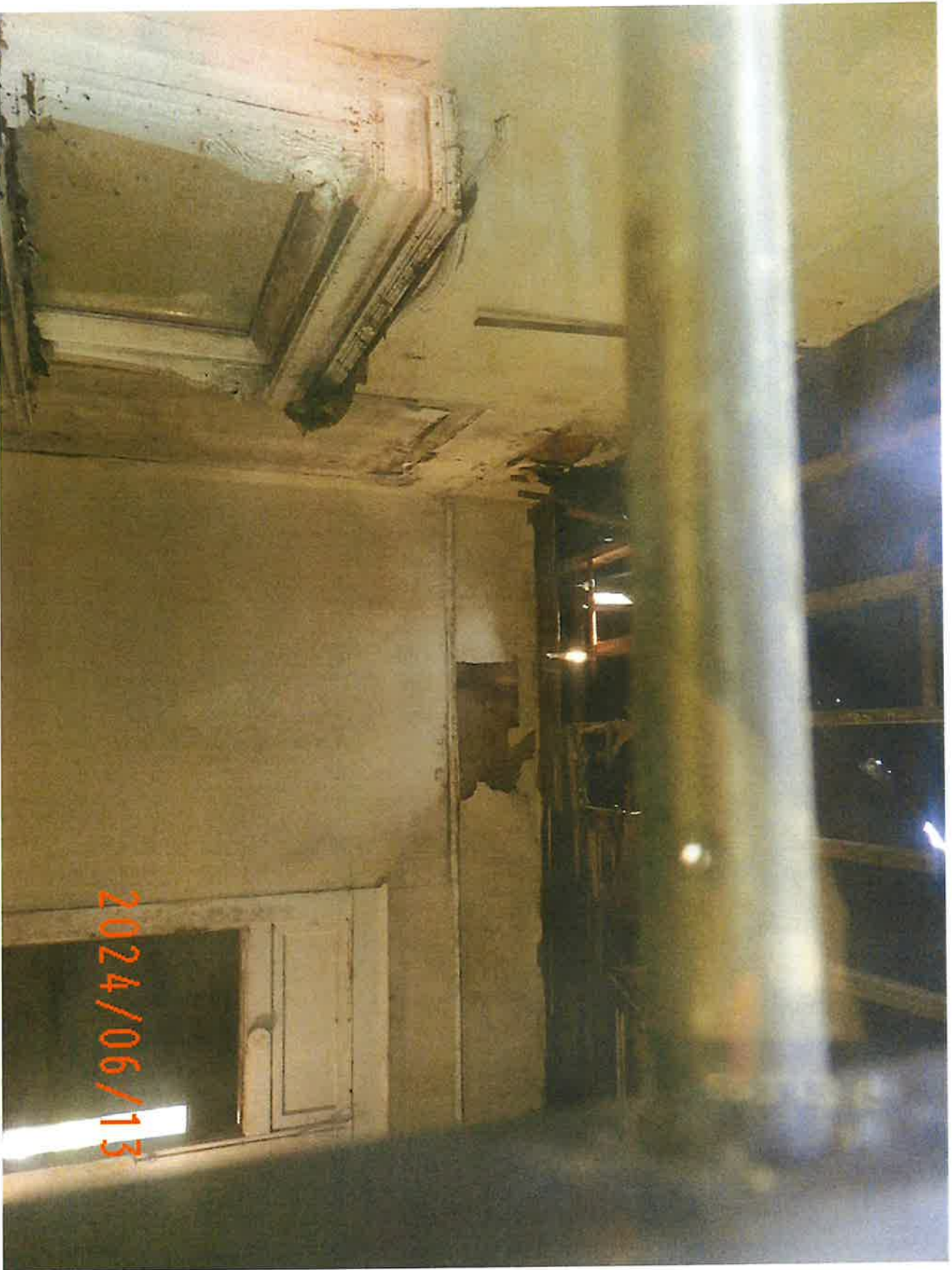
AGENDA PHOTOS / DW



NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW

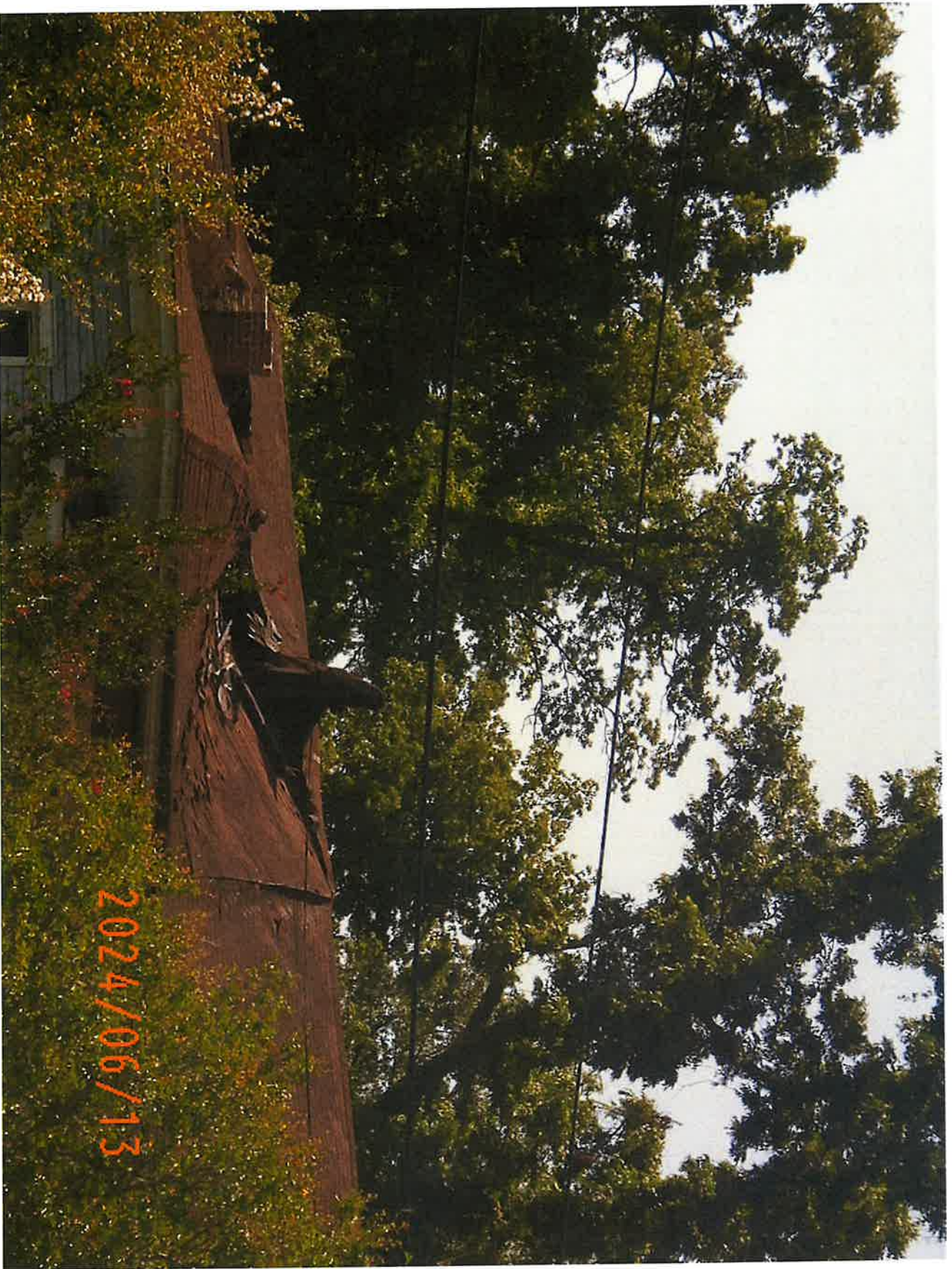


2024/06/13

NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW







NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW



NUISANCE ABATEMENT

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NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW





NUISANCE ABATEMENT

112 BUSH AVENUE

AGENDA PHOTOS / DW





Affidavit of Mailed Notice



Date: June 25, 2024

State of Alabama
County of Mobile

Subject Property – 112 Bush Avenue

My legal name is Gary Jackson, Deputy Director of Municipal Enforcement, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all 5 parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

- a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;
- b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;
- c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;
- d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and
- e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also affirm that the information here is both accurate and complete, and relevant information has not been omitted.

A blue ink signature of Gary Jackson, written in a cursive style, is positioned above the printed name and title.

Gary Jackson
Deputy Director of Municipal Enforcement

NUISANCE ABATEMENT WORKSHEET

RE: 112 Bush Avenue **UPDATE**

Date: March 26, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: March 26, 2024

Per the Title Report, the owner is: Fee simple vested in SFN Holdings, LLC

Mary Daffin spoke with Crane Title regarding contact for SFN Holdings, LLC. Crane Title stated SFN Holdings, LLC has a mortgage on the property but did not know the company. They also do not have phone numbers for the owner of the company. They do have an email which I listed below. There is no information in probate due to SFN Holdings, LLC being an out-of-state company. I could not locate any information on the Secretary of State of AL website for SFN Holdings, LLC.

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS

NOTES

- | | | |
|---|--|---|
| 1 | SFN Holdings, LLC
112 Bush Ave
Mobile AL 36604-2201 | Mobile County Revenue Commission
Location/subject address. Email address for SNF Holdings, LLC is SNFHoldings@yahoo.com . No contact info for phone number was found. |
| 2 | SFN Holdings, LLC
2744 Hyland Blvd #109
Staten Island NY 10306 | Address listed on deed, on Mobile County Revenue Commissions website as mailing address. LexisNexis business report address list this address filing date 2/1/2024 in New York jurisdiction. |
| 3 | SFN Holdings, LLC
c/o Corporation Service
Company, as Representative
PO Box 2576
Springfield IL 10306-4658 | Listed on LexisNexis as secured party 2/1/2024 |
| 4 | SFN Holdings, LLC
8860 16 th Ave
Brooklyn NY 11214 | Address given by Crane Title from SNF Holdings. |
| 5 | Legalinc Corporate Services
Inc
1967 Wehrle Dr Ste 1-086
Buffalo NY 14221 | Address listed on NY Secretary of State website |

TAX STATUS: TAX DELINQUENT AND DUE FOR 2023 TAX YEAR. MUST BE PAID BY MAY 2024 OR WILL GO TO LIEN SALE.

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs ACMM One LLC c/o SFN Holdings LLC, filed 2/15/2024, recorded 3/21/2024, instrument number 2024016343



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Spring Hill College Agreement
2. SH Project Agreement
3. SH_Notice

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION

Sponsored By: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Project Agreement by and among Mobile County, the City of Mobile and Spring Hill College, as outlined in the Project Agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

Lisa C. Lambert, City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is made and entered into as of [____], 2024 (the “Effective Date”) by and among MOBILE COUNTY, a body politic and political subdivision of the State of Alabama, by and through the Mobile County Commission (the “County”), the CITY OF MOBILE, an Alabama municipal corporation (the “City”), and SPRING HILL COLLEGE, a nonprofit education services provider. The County, the City and Spring Hill College are each a “Party” to this Agreement and are collectively referred to as the “Parties.”

RECITALS

WHEREAS, Spring Hill College has maintained operations in the City and the County since 1830 located at 4000 Dauphin Street, Mobile, Alabama 36608 (the “Campus”) with a total of approximately 1,000 students and 212 employees as of the Effective Date;

WHEREAS, Spring Hill College plans to expand and equip the existing Campus by constructing a 54,000-60,000 square foot Health and Science Innovation Center to house its Nursing, Pre-Med, Health Sciences and Natural Sciences programs (the “Expansion”);

WHEREAS, said Expansion will allow Spring Hill College to expand its Nursing program from forty (40) students to one hundred twenty (120) students;

WHEREAS, Spring Hill College’s nursing program is currently ranked the number one program in the State of Alabama and its graduates experienced a 100% first year pass rate on the NCLEX in 2023;

WHEREAS, the Expansion will also allow Spring Hill College to expand its Pre-Med and Health Sciences programs from one hundred fifty (150) students to two hundred students (200), and Spring Hill College’s Pre-Med graduates have experienced a 100% acceptance rate into medical school as of 2023;

WHEREAS, Spring Hill College is collaborating with local health care providers to incorporate new health care programs that will provide tangible benefits to the local community;

WHEREAS, in consideration of the respective promises and covenants contained herein and in consideration of the economic impact, the increased tax revenues, and other benefits to be received by the City, the County, and their respective citizens, the City and the County have committed to make available to Spring Hill College certain contributions in the manner and amounts described herein subject to existing law, as presently interpreted and construed.

NOW, THEREFORE, in consideration for the mutual promises and covenants contained herein and for other valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the Parties enter into this Agreement on the following terms and conditions.

AGREEMENT

Capitalized terms utilized herein shall have the meaning ascribed thereto in this Agreement, unless the meanings of such terms have been otherwise specified in a different context.

1. The term of this Agreement is for fiscal years 2024-2026, commencing on the date of execution by the Parties and terminating upon completion of the Project or December 31, 2026, whichever occurs earlier (the “Term”).

The contract amount for any renewal term shall be the amount appropriated to Spring Hill College in the City funds. If the City budget does not include sufficient funding, or if the goals of this Agreement are not being met by Spring Hill College, this Agreement shall terminate as of the first day of the fiscal year in which funding is not provided by the City. The City’s election not to appropriate funds to Spring Hill College shall terminate the Agreement, and the City shall have no further obligations to Spring Hill College.

The contract amount for any renewal term shall be the amount appropriated to Spring Hill College in the County funds. If the County’s budget does not include sufficient funding, or if the goals of this Agreement are not being met by Spring Hill College, this Agreement shall terminate as of the first day of the fiscal year in which funding is not provided by the County. The County’s election not to appropriate funds to Spring Hill College shall terminate the Agreement, and the County shall have no further obligations to Spring Hill College.

2. (a) Subject to the provisions set forth herein, the City pledges to Spring Hill College the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “City Contribution”) to be paid over a three (3) year period at Two Hundred Fifty Thousand Dollars (\$250,000) per year according to the following schedule:

Payment 1:	On or before October 31, 2024:	\$250,000
Payment 2:	On or before June 30, 2025:	\$250,000
Payment 3:	On or before June 30, 2026:	\$250,000

(b) Subject to the provisions set forth herein, the County pledges to Spring Hill College the sum of Seven Hundred Fifty Thousand Dollars (\$750,000) (the “County Contribution”) to be paid over a three (3) year period at Two Hundred Fifty Thousand Dollars (\$250,000) per year according to the following schedule:

Payment 1:	On or before October 31, 2024:	\$250,000
Payment 2:	On or before June 30, 2025:	\$250,000
Payment 3:	On or before June 30, 2026:	\$250,000

3. Spring Hill College acknowledges and agrees that the City and County will receive recognition for all funds accepted as payment to fulfill the Contribution.

4. Spring Hill College agrees to continue its operations in the City and County and to continue its efforts to expand and enhance those operations in the City and County during the term of this Agreement to encourage and facilitate City and/or County students to seek employment, specifically in the healthcare industry for purposes of this Agreement, in the City and/or County following graduation from the Spring Hill College programs that shall benefit from this Agreement.

5. Spring Hill College agrees that it shall be totally responsible for and shall have exclusive control over the management and disbursement of all such monies received from the City and County, and that all monies received under this Agreement shall be used only for the following purpose: construction of the Health and Science Innovation Center which shall provide educational opportunities to students, teachers, and other visitors as set forth above (the "Project").

6. Spring Hill College shall provide a detailed progress report concerning the Project annually to the City and County Finance Departments, which shall include (i) an accounting of how the Contributions were spent and (ii) economic impact calculations, total annual grant funding from all sources, capital infrastructure additions, and workforce development activities regarding the Project. Spring Hill College shall also submit a final progress report concerning the Project to the City's Finance Department at the end of all renewal terms.

7. Spring Hill College agrees to permit at all reasonable times and places an audit of its books and records concerning the Project by the City and/or County's duly authorized representatives.

8. Notwithstanding any of the provisions of this Agreement, it is agreed that the City and County have no financial interest in the business of Spring Hill College, and shall not be liable for any debts or obligations incurred by Spring Hill College, nor shall the City or County be deemed or construed to be a partner, joint venture, or otherwise interested in the assets of Spring Hill College, or sums earned or derived by Spring Hill College, nor shall Spring Hill College at any time or times use the name or credit of the City or County in purchasing or attempting to purchase any equipment, supplies, or other thing or things whatsoever. The Parties further acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.

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

10. Spring Hill College acknowledges that its identity and peculiar capacity to provide the services and fulfill its obligations described hereinabove constitute a material consideration for the City and County having entered into this Agreement. Therefore, Spring Hill College shall not

transfer or assign this Agreement or any of the rights or privileges granted herein without the prior written consent of the City and County, which such consent shall be granted or denied solely at the City and County's discretion.

11. Spring Hill College hereby agrees to comply strictly with all ordinances of the City and County, the laws of the State of Alabama and the laws of the United States while performing its obligations under the terms of this Agreement.

12. Spring Hill College agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of Spring Hill College, the City or County may, at its option, terminate and cancel this Agreement as set forth herein.

13. Spring Hill College agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin, or disability, in connection with federally funded programs.

14. Spring Hill College agrees and understands that the funding of this Agreement is provided from the City funds and the County funds. If, at any time during the City's fiscal year, the City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Similarly, if, at any time during the County's fiscal year, the County's actual revenues decrease below that amount which has been projected by the County to sustain the operating budget of the County, this Agreement may be declared null and void and no liability shall accrue to any party hereto.

15. Notwithstanding any of the other provisions contained in this Agreement, the City and County shall each maintain the right to terminate its respective obligations under this Agreement upon proper notice, which shall be in writing and shall be provided to Spring Hill College at least thirty (30) days prior to the intended date of cancellation.

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

17. All notices required by this Agreement or necessary to the furtherance of its purposes shall be sent through the United States Postal Service as registered first class mail, postage prepaid, or by a nationally recognized overnight courier for delivery on the following business day, with a written acknowledgement of receipt available, or by telecopy (with such telecopy to be confirmed promptly in writing sent by mail or overnight courier as aforesaid), as follows:

The City:

City of Mobile
Office of City Clerk
Mobile Government Plaza
9th Floor, South Tower
205 Government Street
Mobile, Alabama 36644

With a copy to:

Honorable William S. Stimpson
Mayor of the City of Mobile
Post Office Box 1827
Mobile, Alabama 36633

With a copy to:

C. Britton Bonner, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

The County:

Mr. Eddie Kerr
Interim County Administrator
Mobile County Commission
Post Office Box 1443
Mobile, Alabama 36633

With a copy to:

Jay Ross, Esq.
Adams and Reese, LLP
11 N. Water Street, Suite 23200
Mobile, Alabama 36602

Spring Hill College: Mary Van Brunt
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

With a copy to:
Brian Courtney
Spring Hill College
4000 Dauphin Street
Mobile, Alabama 36608

With a copy to:
James F. Watkins, Esq.
Maynard Nexsen, PC
11 N. Water Street, Suite 24290
Mobile, Alabama 36602

18. This Agreement, except as expressly noted herein, is the entire agreement and supersedes all prior and collateral communications and agreements of the Parties relating to the subject matter hereof. This Agreement may be amended only by a written modification executed by duly authorized representatives of each of the Parties.

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

20. Spring Hill College agrees that it shall comply with all the applicable requirements of the State of Alabama Immigration Law (Act No. 2011-535, as amended by Act No. 2012-491, Alabama Code (1975) § 31-13.1, *et. seq.*; see § 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by Spring Hill College's documentation of enrollment in the E-Verify Program. By signing this contract, Spring Hill College affirms, for the duration of the agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, if Spring Hill College is found to be in violation of this provision, it shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Remainder of Page Blank – Signature Page to Follow]

*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

SPRING HILL COLLEGE

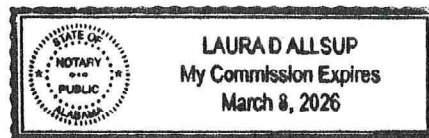
By: Mary H. Van Brunt
Name: Mary H. Van Brunt
Title: President

STATE OF Alabama }
COUNTY OF mobile }

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Mary H. Van Brunt as President of Spring Hill College [____], and whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, executed the same voluntarily and with full authority for and as the act of said entity on the day the same bears date.

Given under my hand and official seal this 27 day of June, 2024.

Laura D Allsup
Notary Public
My Commission Expires: _____



*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

ATTEST:

MOBILE COUNTY COMMISSION

Eddie Kerr
Interim County Administrator

Randall Dueitt, Commission President

*Signature Page for Project Agreement
by and among Spring Hill College, Mobile County, and the City of Mobile*

ATTEST:

CITY OF MOBILE, ALABAMA

Lisa C. Lambert
City Clerk

William S. Stimpson, Mayor

<<Run date Wednesday, August 14, 2024>>

LEGAL NOTICE
OF
PUBLIC MEETING OF THE CITY OF MOBILE CITY COUNCIL

Regarding Economic Development Action Under Alabama Constitutional Amendment No. 772

for

SPRING HILL COLLEGE

Notice is hereby given that the City Council (the “City Council”) of the City of Mobile, Alabama (the “City”) will meet in public session at 10:30 a.m. on Tuesday, August 27, 2024, in City Hall in the City for the purpose of consideration of the transaction of any business that may properly come before the City Council; such business to include, but not be limited to, the authorization by the City Council pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, of a resolution (the “Resolution”) authorizing the execution and delivery of a Project Agreement by the City (the “Project Agreement”) to be entered by and among the City, Mobile County, Alabama (“the “County”), and Spring Hill College, as more particularly described hereinbelow. The Project Agreement will be executed and delivered by Spring Hill College to the City and the County.

Spring Hill College intends to expand its existing campus by constructing a 54,000-60,000 square foot Health and Science Innovation Center to house its Nursing, Pre-Med, Health Sciences and Natural Sciences programs (the “Expansion”) located at and/or near 4000 Dauphin Street within the corporate boundaries of the City. It is anticipated that that the Expansion will allow Spring Hill College to expand its Nursing program from forty (40) students to one hundred twenty (120) students. Spring Hill College will be a direct beneficiary of the Project Agreement.

Pursuant to Amendment No. 772 of the Constitution of Alabama of 1901, as amended, and the Project Agreement, for the purpose of economic development of the City, the City will make available to Spring Hill College a sum of Seven Hundred Fifty Thousand US Dollars (\$750,000), benefitting Spring Hill College in consideration of Spring Hill College’s development of its Expansion, subject to the fulfillment by Spring Hill College of certain commitments as described in the Project Agreement (the “City Contribution”).

As described in the Project Agreement, the County will also make available to Spring Hill College a sum of Seven Hundred Fifty Thousand US Dollars (\$750,000), benefitting Spring Hill College in consideration of Spring Hill College’s development of its Expansion, subject to the fulfillment by Spring Hill College of certain commitments as described in the Project Agreement (the “County Contribution”). Apart from the City Contribution and the County Contribution, Spring Hill College shall be solely responsible for all expenditures associated with the Expansion.

The Project Agreement will be issued and delivered by the City pursuant to Amendment No. 772 to the Constitution of Alabama of 1901, as amended. The amounts payable by the City under the Project Agreement are payable from all general revenues of the City lawfully available for such purpose. The Project Agreement will be effective as of the date stated in the preamble of the Project Agreement.

The City seeks to achieve, by undertaking its obligations pursuant to the Project Agreement, to promote the local economic development of the City; to increase employment in the field of healthcare in City, and to promote and develop for the public good and welfare trade, commerce, industry, and employment opportunities in the City; and to promote the convenience, order, prosperity, and welfare of its citizens. The increased property values, increased tax revenues, additional economic activity, creation of new jobs, and the other benefits described herein will directly benefit the City and serve a valid and sufficient public purpose. The City proposes to grant public funds to Spring Hill College for the benefit of Spring Hill College.

The City Council expects to determine at its public meeting, or any continuance or holdover thereof, that the grant of funds in connection with the transaction described above will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to Spring Hill College or any other private entity or entities.

All interested persons may examine and review the Project Agreement and all relevant documents pursuant to which the expenditures are to be issued, and make copies thereof at their personal expense, at the offices of the City Clerk of the City in City Hall, Mobile, Alabama, during normal business hours, before and after the meeting of the City Council referenced herein.

Further information concerning the information in this Notice may be obtained from the City Clerk of the City at the offices thereof in City Hall during normal business hours.



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Cooperative District

REVIEWERS:

Tiereney Leverette
Lana Gauthier

2024

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Councilmember Carroll, District 2

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA AS FOLLOWS:**

Section 1: That the City Council, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the City of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the City Council has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the City Council does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application, as hereinabove set forth.

Section 4: That the City Council does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the City Council and the Mayor shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

City Clerk

**APPLICATION FOR AUTHORITY
TO FORM A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT**

TO THE GOVERNING BODIES OF THE CITY OF MOBILE, ALABAMA, THE COUNTY OF MOBILE, ALABAMA AND THE MOBILE DOWNTOWN REDEVELOPMENT DISTRICT:

We, the undersigned natural persons each of whom is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama, do hereby make application in writing seeking permission to incorporate a capital improvement cooperative district (the "District") under the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 and file this Application:

1. The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization. (The "Project").

2. The area in which the District proposes to undertake the Project is within the boundaries of Mobile County, Alabama.

3. The proposed members of the District are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and, the Mobile Downtown Redevelopment Authority (the "RDA").

4. The District shall be governed by a board of directors which shall be comprised of thirteen (13) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint a total of three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

5. The proposed location of the principal office shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

6. Each of the applicants is a duly qualified elector of Mobile County, Alabama.

7. Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the City.

8. The undersigned hereby request that each of the governing bodies of the City, the County, and the RDA adopt a resolution declaring that it is wise, expedient, and necessary that the proposed District be formed and authorizing the undersigned to proceed with formation of the District by the filing of a certificate of incorporation in accordance with the provisions of ALA. CODE § 11-99B-4.

9. A copy of the proposed form of certificate of incorporation for the District is attached hereto as *Exhibit A* and made a part hereof by reference.

WITNESS OUR SIGNATURES this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

**CERTIFICATE OF INCORPORATION
OF
THE MOBILE REVITALIZATION COOPERATIVE DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, in order to form a public corporation as a cooperative district (the "District") under and pursuant to the provisions of Chapter 99B of Title 11 of the Code of Alabama of 1975 (hereinafter called the "Enabling Law"), do hereby make, sign, execute, acknowledge, and file this certificate of incorporation:

ARTICLE ONE

The names of the persons forming this public corporation, together with the residence of each of such persons, are:

Sydney G. Raine
751 S. Cedar Street
Mobile, Alabama 36603

Kimberly Knowles
16 S Lafayette Street
Mobile, Alabama 36604

Ellis Foster
1603 Cedar Downs Street
Mobile, Alabama 36605

Each of the foregoing named persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

ARTICLE TWO

The period for the duration of the District shall be perpetual, subject to the provisions of the Enabling Law.

ARTICLE THREE

The authorizing subdivisions are the City of Mobile, Alabama (the "City"), the County of Mobile, Alabama (the "County"), and the Mobile Downtown Redevelopment Authority (the "RDA").

On _____, the governing body of the City adopted a resolution approving and authorizing the incorporation of this District in accordance with the

Enabling Law, a certified copy of which is attached hereto as *Exhibit A* and made a part hereof by reference.

On _____, the governing body of the County adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit B* and made a part hereof by reference.

On _____, the governing body of the RDA adopted a resolution approving and authorizing the incorporation of this District in accordance with the Enabling Law, a certified copy of which is attached hereto as *Exhibit C* and made a part hereof by reference.

ARTICLE FOUR

The name of the District shall be "The Mobile Revitalization Cooperative District". Attached hereto as *Exhibit D* and made a part hereof by reference is a certificate by the Secretary of State of the State of Alabama stating that the name proposed for the District is not identical to that of any other corporation or business entity organized under the laws of the State of Alabama or else so nearly similar as to lead to conclusion and uncertainty.

The location of the principal office of the District (and its post office address) shall be 9th Floor Government Plaza – South Tower, P.O. Box 1827, Mobile, Alabama 36633-1827.

ARTICLE FIVE

The District proposes to acquire, construct, install, finance, administer, renovate, improve, manage, rehabilitate, equip or re-equip, and otherwise facilitate the construction of residential, mixed-use, commercial, and public projects intended to achieve neighborhood revitalization (the "Project" or "Projects"), provided that a majority of the members of the authority determine, by a resolution duly adopted, that the project and the use thereof would further a public purpose.

The area in which the District proposes to undertake the Projects are within the boundaries of Mobile County, Alabama.

The District shall institute a number of programs to facilitate the development of the Projects. An overview of proposed programs is attached hereto as *Exhibit E*.

ARTICLE SIX

The District shall be governed by a board of directors which shall be comprised of eleven (11) persons ("Director" or "Directors"). The number of Directors which the governing body of each authorizing subdivision shall be entitled to elect, and the proportional voting power of the respective Directors elected by each authorizing subdivision are as follows:

- i. The City shall appoint a total of eight (8) Directors, seven (7) to be appointed one each by the duly elected members of the City Council, and one (1) to be appointed by the Mayor.
- ii. The County shall appoint three (3) Directors, to be appointed one each by the duly elected members of the County Commission.
- iii. The RDA shall appoint two (2) Directors, to be chosen by a majority vote of the board members of the RDA.

Each Director shall have demonstrated professional training or experience in the fields of real estate development, business, architecture, engineering, construction management, history, urban planning, finance, or law, or shall be residents of a Project area as defined by the District.

No elected official shall serve as a Director.

In the event a Director is made a party to a legal proceeding, the District shall indemnify and hold harmless such Director, and shall reimburse the reasonable expenses incurred by any director or officer, to the fullest extent authorized by Alabama law.

ARTICLE SEVEN

Unless otherwise restricted by law, any director may be removed or expelled, with or without cause, at any time by the governing body of each authorizing subdivision that elected, designated or appointed such director, and any vacancy caused by any such removal or expulsion may be filled solely by action of such governing body of each authorizing subdivision.

ARTICLE EIGHT

Upon dissolution of the District as permitted in the Enabling Law, title to all property (real, personal, mixed, or otherwise) shall pass to and be vested in the jurisdiction in which the property is located.

ARTICLE NINE

The applications filed with the governing bodies of each of the authorizing subdivisions in accordance with Ala. Code § 11-99B-3 was identical to the copy thereof attached to this certificate of incorporation as *Exhibit F*.

ARTICLE TEN

The District shall have all the powers conferred on corporations of like nature by the Enabling Law, and any amendment to same hereafter made, and all other powers conferred upon corporations generally by the laws of Alabama not in conflict with the Enabling Law or any amendments to same hereafter made.

ARTICLE ELEVEN

The District shall be a non-profit corporation and no part of the net earnings thereof shall inure to the benefit of any private person or entity of any nature whatsoever.

IN WITNESS WHEREOF, the undersigned incorporators have signed this certificate of incorporation of this ____ day of _____, 2024.

Sydney G. Raine

Kimberly Knowles

Ellis Foster

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Sydney G. Raine, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being

informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Kimberly Knowles, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____ day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

STATE OF ALABAMA }
COUNTY OF MOBILE }

The undersigned, a notary public in and for said County in said State, does hereby certify that Ellis Foster, whose name is signed to the foregoing Certificate of Incorporation and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing Certificate of Incorporation, executed the same voluntarily.

Given under my hand and official seal this ____day of _____, 2024.

NOTARY PUBLIC

[SEAL]

My commission expires: _____

**A RESOLUTION APPROVING AN APPLICATION SEEKING PERMISSION TO
INCORPORATE A CAPITAL IMPROVEMENT COOPERATIVE DISTRICT
AND AUTHORIZING SUCH INCORPORATION**

Sponsored by: Commissioner Ludgood, District 2

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE,
ALABAMA AS FOLLOWS:**

Section 1: That the Mobile County Commission, upon evidence duly submitted to and considered by it, hereby finds and determines that the following application has been duly filed with the governing body of the County of Mobile, that such application was signed by not less than three (3) natural persons, and that each of said persons is over the age of twenty-one (21) years and is a duly qualified elector of Mobile County, Alabama.

Section 2: That the Mobile County Commission has reviewed and considered the foregoing application and has found and determined and does hereby find and determine as a matter of fact that it is wise, expedient, and necessary that the district be formed.

Section 3: That the Mobile County Commission does hereby approve the proposed form of certificate of incorporation of the district attached to the foregoing application as hereinabove set forth.

Section 4: That the Mobile County Commission does hereby grant permission to incorporate the district and does hereby authorize the persons making such application to form such district and file the attached certificate of incorporation in the Probate Court of Mobile County, Alabama.

Section 5: Upon proper incorporation and formation of the district, the County Commission shall appoint directors for the district as set forth in the application and certificate of incorporation.

ADOPTED:

Mobile County Commission

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

The Mobile Revitalization Cooperative District

This name reservation is for the exclusive use of Keri Coumanis, 150 Government
St, Suite 2000, MOBILE, AL 36602-3122 for a period of one year beginning
August 05, 2024 and expiring August 05, 2025



RES170511

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

August 05, 2024

Date

A handwritten signature of Wes Allen in black ink.

Wes Allen

Secretary of State

The Mobile Revitalization Cooperative District Potential Programs and Incentives

The District will facilitate neighborhood revitalization and stimulate the development of attainable and affordable housing by deploying the following programs:

A. Development Subsidies for Redevelopment of Project Area or Specific Site

Development subsidies may be created for new infill single-family residential construction, multifamily construction, renovation of vacant or blighted properties or the redevelopment of strategic sites within the jurisdiction of the District. Subsidies will be used to encourage place-based development, serving the neighborhood (e.g. small businesses, mixed-use, and microenterprises). Strategic redevelopments may utilize other incentives, including tax credits and opportunity zone, and may leverage partnerships with the City of Mobile and Mobile County.

B. District-managed Construction

The District – together with its staff and board of directors – will undertake the development of residential and mixed use construction projects. These projects shall mitigate a blighting factor; be strategically located in order to instigate further development by the private sector; and, result in the creation of additional housing.

C. Establishment of Construction Loan Revolving Fund

The District will establish a Construction Loan Fund. The Fund will be available to investors within identified neighborhoods to encourage the repair and renovation of existing structures. The goal of the Fund is to deploy capital quickly and efficiently in neighborhoods underserved by the private market. The terms of the construction loan may be zero percent interest, low interest (3%) or forgivable. These terms will encourage private investment and stimulate employment opportunities. The revitalization of the existing building stock will provide housing opportunities across multiple price points, as well as stabilize existing property values.

D. Homeownership Incentives

The District, in cooperation with City, County and area financial institutions, will encourage homeownership in target neighborhoods the subject of redevelopment activities,

Documents

Application to Form a Capital Improvement District		
Ex. A	Proposed Certificate of Incorporation	
Certificate of Incorporation		
Ex. A	COM Resolution Authorizing Incorporation	
Ex. B	County Resolution Authorizing Incorporation	
Ex. C	RDA Resolution Authorizing Incorporation	
Ex. D	Name Reservation	
Ex. E	Overview of Proposed Programs	
Ex. F	Application	



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

William Jackson, Interim Police Chief

Sponsored by:

William Stimpson, Mayor

Purpose and Scope of Project:

Approve and execute agreement for the Mobile Police Department's participation in the Community Traffic Safety Program (CTSP) for traffic grants sponsored by the Southwest Alabama Regional Highway Safety Office.

Amount of Contract:

Funding Source

ATTACHMENTS:

1. CTSP RESOLUTION
2. Community Traffic Safety Program (CTSP) Contract for 2024-2025

REVIEWERS:

Tiereney Leverette

Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement for grant participation with the Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program (CTSP) for traffic grants as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

BE IT FURTHER RESOLVED that the Mayor or his designee be authorized to accept any grant funds, if offered, and to sign any agreements or other documents in connection with Community Traffic Safety Program (CTSP) and to provide any information required by the Southwest Alabama Regional Highway Safety Office. Any agreements for grant assistance, together with the exhibits, shall be filed with the City Clerk after award and execution.

Adopted:

City Clerk

**MOBILE COUNTY COMMISSION
SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE**

P.O. BOX 1443 • MOBILE, AL 36633 • PHONE # 251-222-9233

Community Traffic Safety Program (CTSP)

Agreement for CTSP Grant Participation

Fiscal Period: October 01, 2024 – September 15, 2025

(NOT the same as a grant's authorized spending period during this Contract Period)

THIS AGREEMENT ("Agreement" and/or "Contract") is entered into between the SOUTHWEST ALABAMA REGIONAL HIGHWAY SAFETY OFFICE, by and through the MOBILE COUNTY COMMISSION (together, "SWARHSO"), and the governing entity of the **MOBILE POLICE DEPARTMENT** hereinafter referred to as "AGENCY"), for official participation in SWARHSO's Community Traffic Safety Program (CTSP) grant(s), and for 100% funded salary, plus allowable FICA fringe, for overtime traffic safety enforcement (and other time as approved by the Alabama Department of Economic Community Affairs ("ADECA" and/or SWARHSO), and for traffic enforcement/traffic safety equipment, dependent upon approval of applicable grant(s).

1. The term of this Agreement will be from **October 01, 2024, through September 15, 2025**; however, this **contract period will not be the same as any grant's authorized spending period during the fiscal year**. Expenditure of CTSP grant funds will only be allowable under this agreement for the AGENCY's grant activity performed within the state-designated Southwest Region's Counties of: Baldwin, Bibb, Chilton Choctaw, Conecuh, Clark, Dallas, Escambia, Greene, Hale, Marengo, Mobile, Monroe, Perry, Pickens, Sumter, Tuscaloosa, Washington and Wilcox.
2. Grants covered under the Community Traffic Safety Program (CTSP) are as follows:
 - *Selective Traffic Enforcement Program, October 1, 2024 - September 15, 2025*
 - *Hot Spot Impaired Driving Enforcement Program October 1, 2024- September 15, 2025*
 - *Click It or Ticket Memorial Day Enforcement Program, May 16, 2025 – June 1, 2025*
 - *Drive Sober or Get Pulled Over Labor Day Enforcement Program, August 15, 2025 – September 1, 2025*
3. The funds for this agreement were awarded by the National Highway Traffic Safety Administration (NHTSA) and are passed through ADECA and SWARHSO. Therefore, all expenditures are subject to all federal and state laws, rules and regulations, including LETS policy letters.
4. The United States Federal Government has set forth that NO entity may supplant funds or use Federal grant funds for budget relief of state, regional, county, city, local, or any other non-federal funds. Federal grant funds are intended for the purpose of providing monies for overtime traffic enforcement/traffic safety activities conducted outside of the AGENCY's budgeted initiatives. According to the State of Alabama ADECA/LETS Policy Letters, "Supplanting" is defined as, "to deliberately reduce State or local funds because of the existence of Federal funds." **GRANT FUNDS ARE TO BE SPECIFICALLY UTILIZED FOR WORKING TRAFFIC GRANT DETAILS ONLY. THEY ARE NOT TO BE USED FOR SERVING WARRANTS, CHECKING BUILDINGS, BACKING UP REGULAR DUTY OFFICERS, ETC. FUNDS ARE FOR TRAFFIC ENFORCEMENT ONLY PURSUANT TO THE GRANT OBJECTIVE AS OUTLINED BY THE SWARHSO.**
5. Upon approval of grant(s), funding will be made available to the AGENCY through the CORE reporting system by SWARHSO as authorized by the Alabama Department of Economic and Community Affairs (ADECA). **This Agreement for CTSP Grant Participation is not a notice of grant approval, but is required for the AGENCY's receipt of CTSP grant funds and equipment once or if such become available.**
6. NO AGENCY will be approved to receive overtime enforcement funding without having entered into this Agreement with the SWARHSO and being registered with the CORE system. NO AGENCY will be approved to receive overtime enforcement funding without having an approved overtime policy adopted by or on behalf of the AGENCY. If an agency does not have an approved overtime policy, its GOVERNING ENTITY may agree to

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

adopt the one attached to this Agreement, which meets the minimum requirements set forth to participate in this program. Once a grant is approved by ADECA, applicable funding allocations under such grant will then be awarded by SWARHSO, to AGENCY's that meet all funding requirements, and have submitted all required documentation. If an AGENCY is awarded traffic overtime funds, the fund dates and amount will be recorded on the CORE reporting system. The AGENCY will be notified of the grant award by SWARHSO. Such notification will include information such as the grant's name and number, amount of funding allocated, the spending period during which the grant funds must be spent, the final deadline required for submitting the reimbursement claim, and other guidelines and/or requirements such as hotspot locations, as applicable.

7. During the applicable grant period(s), AGENCY grant expenditures will be evaluated by SWARHSO to determine if the AGENCY would likely utilize allocated funds before the end of a grant's authorized work period. Any funds determined to be surplus may be transferred to other agencies that can utilize the funds by SWARHSO through the CORE reporting system website. The AGENCY should inform SWARHSO as soon as possible, if any grant funds will likely not be expended, for voluntary release of such funds. The sooner the notification, the sooner SWARHSO may transfer such funds elsewhere to be spent. SWARHSO and/or ADECA have the authority to rescind the AGENCY's grant funding at any time, even without voluntary release of such funds by the AGENCY, due to non-compliance, non-expenditure, lack of submitted reimbursement claims, or for any other reason deemed necessary by SWARHSO and/or ADECA.
8. **Each agency will be responsible for keeping on file ALL paperwork pertaining to each grant that a reimbursement claim is filed.** ADECA reserves the right to audit any agency at any time to assure that all documents that have been submitted are correct. Documents that should be kept on file by the agency are as follows: (1.) contract with SWARHSO, (2.) CORE Project Reimbursement Form, (3.) CORE Roll-Up form, (4.) CORE contact report(s) for each person claiming reimbursement hours on the grant, (5.) copy of every citation and warning citation claimed on the grant, (6.) time sheets or time cards identifying regular hours worked and overtime hours worked on traffic grant, (7.) City or County overtime policy. Basically, any agency claiming reimbursement for overtime hours worked, should have documentation on file to account for hours worked and traffic statistics claimed. The above mentioned paperwork should be kept on file by each agency for no less than 3 years from the date of the claim. Each agency will be notified if a file audit/review is requested. Any agency that is unable to produce ALL forms required to verify the claims that have been submitted to the SWARHSO, may be required to refund ALL funds that were reimbursed on the grant in question.
9. The AGENCY agrees to utilize the CORE reporting system for ALL funding awards made by SWARHSO. Submission of reimbursement forms, other than those forms required by SWARHSO for the contract period, will result in return of an AGENCY's reimbursement claim for completion on the proper forms; and therefore, delay reimbursement to the AGENCY. Each different grant requires separate reimbursement forms and reports to be submitted to SWARHSO. Combining information from different grants into a claim will result in return of an AGENCY's reimbursement claim for correction; and therefore, delay reimbursement to the AGENCY.
10. **At a minimum, reimbursement claims (CORE forms or an email if no activity) are required to be submitted to SWARHSO by the 7th of the month following the enforcement period, whether grant activity occurred during the previous month or not, to allow SEARHSO to have an accurate account of activity in the region.**
11. Suspension of funds, until all documentation is properly completed by the AGENCY and received by SWARHSO, may occur for those departments not in compliance with program requirements.
12. **The FINAL deadline for receipt of FINAL reimbursement claims/requests from the AGENCY will be seven (7) business days from the closing date of September 15, 2025 (received by SWARHSO – in the CTSP office). Any claims received by SWARHSO after this date will NOT be reimbursed.** It is the AGENCY's

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

responsibility to ensure that all of their reimbursement claims are submitted to SWARHSO in a timely manner, so as to meet these monthly timelines and final deadline. Though the contract period of this agreement extends to September 15th (for CTSP participation purposes), the AGENCY must comply with each grant's designated work period and final reimbursement claims deadline, i.e., Click It or Ticket Program. **No reimbursement will be made for work performed outside of each grant's regionally authorized work period.**

13. The AGENCY is solely and exclusively responsible for all expenditure documentation submitted to SWARHSO and shall ensure the accuracy of all such documentation and reports submitted, including but not limited to, hours reported, computation of salary/fringe benefits and reimbursement, and pay rates. The AGENCY shall hold harmless and indemnify SWARHSO from and against any loss, claim for reimbursement, or any claim whatsoever in any way, relating to any error or omission in the reimbursements claimed, documentation and reports submitted, and/or grant funds distributed in reliance thereon.
14. The AGENCY, in performance of its operations and obligations, shall not be deemed to be an agent of SWARHSO, but shall be an independent contractor in every respect. The AGENCY is solely responsible for the acts and omissions of its employees and agents. SWARHSO assumes no responsibility for the manner in which or means by which the AGENCY performs its activities pursuant to this agreement. SWARHSO enters into this agreement for the sole purpose of distributing grant funds and/or equipment made available by ADECA. The AGENCY agrees to hold SWARHSO harmless from any liability for any damages arising from any acts or omissions occurring in connection with the AGENCY's performance under this Agreement.
15. The AGENCY agrees to comply with all other requirements as set forth by ADECA and/or SWARHSO, which are needed to carry out the scope and intent of this project, in accordance with applicable agreement(s) into which are entered between SWARHSO and ADECA. Reimbursement of funds may be suspended until all applicable CTSP grant and agreement requirements are met.
16. Subject to the terms of the grant, SWARHSO agrees to reimburse the AGENCY, subject to availability of grant funds, for actual overtime traffic enforcement worked under a CTSP grant project, provided the activity is documented in accordance program requirements, as set forth by SWARHSO, with final approval by ADECA, and in accordance with funding guidelines. All commitments for reimbursement shall be limited to the availability of grant funds.
17. **Termination for Cause.** If, through any cause, the Agency shall fail to fulfill in a timely manner its obligations under this Agreement, or if the Agency shall violate any of the covenants, agreements or stipulations of this Agreement, and such failure or violation is not corrected immediately, SWARHSO will immediately terminate this Agreement by giving verbal and written notice to the Agency of such termination.
18. This Agreement shall be deemed to have been executed in Alabama and all questions of interpretation shall be governed by the laws of the State of Alabama with proper venue for any claim arising hereunder lying in Baldwin County.
19. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered.

AGENCY:

By: _____
Its: Authorized Official
Date: _____

ATTEST:

By: _____
Its: County Administrator/City Financial Officer
Date: _____

AGENCY:

City of Mobile
Mobile Police Department
By: William Ruff
Its: Sheriff/Police Chief
Date: 8.1.2024

To what Address should reimbursement checks be mailed? (Changes only)
(Any changes to such address must be submitted in writing to SWARHSO)

Mobile County Commission
Southwest Alabama Regional Highway Safety Office, Community Traffic Safety Program
Agreement for CTSP Grant Participation, Fiscal Period: October 01, 2024 – September 15, 2025

Signature of Authorized Official
Randall Dueitt, President
Mobile County Commission

Date



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to CDW Government LLC for annual renewal of subscription to VMWare virtual network server management software for MIT.

Amount of Contract:

\$34,682.88

Funding Source

General fund.

ATTACHMENTS:

1. 20240812 VMWare Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page Reset

Agenda of: 20 August 2024 Date Item No. _____

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

Sponsored by: William S. Stimpson Name Mayor Title

Reviewed by: _____ Executive Director

Routing Authorized: James Barber Mayor's Office _____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to CDW Government LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to CDW Government LLC for annual renewal of subscription to VMWare virtual network server management software for MIT.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: \$34,682.88

FUNDING SOURCE:

Budget Item: See Requisition Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Alabama State contract

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

How many bidders submitted bids (if applicable): na

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

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>13462</u>	2024	(5000) INFORMATION TECHNOLOGY	ANNUAL RENWAL OF VMWARE VIRTUAL NETWORK SERVER MANAGEMENT SOFTWARE FOR MIT (AL STATE CONTRACT)	\$34,682.88	<u>(272932) CDW GOVERNMENT LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013462-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	272932	08/08/24			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	PER STATE OF ALABAMA CONTRACT #MA230000003 AND YOUR QUOTE #NZZR. ITEM: VMWARE VSPHERE STANDARD 8 Supplier Part No: 7953231 Manufacturer Part No: VCF-VSP-STD-8 Manufacturer Name: VMware Supplier Quote No: 43387:NZZR454 NIGP: UNSPSC: 43000000	768.00 EACH	45.16000	34682.88
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1	1000.10.23.5000.5000.5000.0000.0000.42115.			34682.88
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 GREG HOLLIDAY

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

[Requisition Link](#)

Requisition Total	34682.88
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***** General Ledger Summary Section *****

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013462-00 FY 2024 Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved
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Page 2

Vendor CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS, IL 60061 Tel#877-501-2756 Fax 312-705-0431	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference GREG HOLLIDAY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	272932	08/08/24			INFORMATION TECHNOLOGY

Account Account 1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP	Amount Amount 34682.88 SOFTWARE COSTS	Remaining Budget Remaining Budget 308324.44
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***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	08/08/24	GREG HOLLIDAY	Auto approved by: 91057606
Approved	08/08/24	SCOTT KEARNEY	
Approved	08/08/24	UDARA JAYASENA	Auto approved by: 91057606
Approved	08/08/24	DONALD ROSE	Auto approved by: 9105fola
Approved	08/08/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/08/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/08/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/08/24	ANNE FOLEY	
Approved	08/08/24	JOHN PAINE	Auto approved by: 9105fola
Approved	08/08/24	MICHAEL SPAFFORD	Auto approved by: 9105fola

Authorized By: _____ Date: _____
 Signature



Contract: MA230000003934 - Software, Valued Added Reseller

Contract Header

Contract

Software, Valued Added Reseller

Type

Master Agreement

Supplier

CDW GOVERNMENT LLC

Contract Code

MA230000003934

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667
1 Result(s)			

Supplier Contact

First name	Last name	Email	Phone
Sydney	Donahue	sydndon@cdwg.com	877-592-2203
Justin	Schwier	bidscdwg.com@cdw.com	847-465-6000
2 Result(s)			

Contract Scope

Organizations

State of Alabama

Contract Validity

Start Date

4/1/2023

End Date

4/24/2027

Documents

- Participating Addendum and pricing.pdf

Items

Item Name	Product Code	UOM
Software	230000003934-01	Each
Software, consumption based only	230000003934-02	USD



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to GT Distributors of Georgia, Inc for 20 Avon FM54 respirator kits for MPD.

Amount of Contract:

\$33,640.00

Funding Source

General Fund.

ATTACHMENTS:

1. 20240812 GT Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 20 August 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to GT Distributors of Georgia Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to GT Distributors of Georgia, Inc for 20 Avon FM54
respirator kits for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$33,640.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5893

How many bidders received bid packages (if applicable): 45+ web

How many bidders submitted bids (if applicable): 4

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

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>11065</u>	2024	(1530) POLICE ADMIN SERVICES	20 AVON FM54 RESPIRATOR KITS FOR MPD (SEALED BID 5893)	\$33,640.00	<u>(70105) GT DISTRIBUTORS OF GEORGIA INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011065-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE
---	---

AUSTIN, TX 78758

MOBILE, AL 36608

Tel#800-241-8950
Fax 706-861-4444

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE AND BID 5893 AVON FM54 APR SPECIALIST KIT WITH OUTSERT COVERS, CBRN FILTER, RIOT FILTER, POUCH AND STORAGE FORM Vendor Item	20.00 EACH	888.00000	17760.00
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1	1000.30.15.1530.1542.1530.0000.0000.44020.			17760.00
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Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

002	VPU GEN II VOICE PROJECTION UNIT WITH MICROPHONE ASSEMBLY FOR FM54 Vendor Item	20.00 EACH	681.00000	13620.00
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1	1000.30.15.1530.1542.1530.0000.0000.44020.			13620.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011065-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
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Vendor GT DISTRIBUTORS OF GEORGIA INC 2545 BROCKTON DRIVE SUITE 100 AUSTIN, TX 78758 Tel#800-241-8950 Fax 706-861-4444	Ship To POLICE SPECIAL OPERATIONS 4851 MUSEUM DRIVE MOBILE, AL 36608
---	---

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE

 MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/26/24	070105				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

003 MIRRORED OUTSERT COVER FOR FM54	20.00 EACH	113.00000	2260.00
-------------------------------------	---------------	-----------	---------

Vendor Item

1 1000.30.15.1530.1542.1530.0000.0000.44020.	2260.00
--	---------

Ship To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

Deliver To
 POLICE SPECIAL OPERATIONS
 4851 MUSEUM DRIVE
 MOBILE, AL 36608

[Requisition Link](#)

Requisition Total	33640.00
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BID TABULATION

CITY OF MOBILE

BID NO.: 5893

GAS MASKS

POLICE

		GT DISTRIBUTORS, INC			DANA SAFETY SUPPLY			BLAISING FIRE AND WATER, INC			GOLD STATION MEDICAL		
BID QUANTITIES		UNIT	BID	TOTAL	UNIT	BID	BID	UNIT	BID	BID	UNIT	BID	BID
ITEM DESCRIPTION	Qty.												
AVON FM54 APR Specialist Kit – NO SUBSTITUTIONS	20	EACH	\$ 888.00	\$ 17,760.00	EACH	\$ 989.21	\$ 19,784.20	EACH	\$ 945.00	\$ 18,900.00	EACH	\$ 1,912.00	\$ 38,240.00
VPU Gen II Voice Projection Unit – NO SUBSTITUTIONS	20	EACH	\$ 681.00	\$ 13,620.00	EACH	\$ 652.22	\$ 13,044.40	EACH	\$ 825.00	\$ 16,500.00	EACH	\$ 1,450.00	\$ 29,000.00
Mirrored Outsert Cover for FM54– NO SUBSTITUTIONS	20	EACH	\$ 113.00	\$ 2,260.00	EACH	\$ 88.57	\$ 1,771.40	EACH	\$ 112.00	\$ 2,240.00	EACH	\$ 251.00	\$ 5,020.00
TOTAL			1,682.00	33,640.00		1,730.00	34,600.00		1,882.00	37,640.00		3,613.00	72,260.00

NAFECO		AMERICAN DIVING SUPPLY		LAWMENS & SHOOTERS SUPPLY	
UNIT	BID	UNIT	BID	UNIT	BID
NO BID		NO BID		NO BID	

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer: 009

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:
07/25/2024	5893	POLICE	As Specified

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

12:01 PM, Thursday, August 8, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx Qty 1-30	GAS MASK <u>AVON FM54 APR Specialist Kit – NO SUBSTITUTIONS ON BRAND</u> • Outsert Covers: Clear polycarbonate outer lenses for protection and visibility. • CBRN Filter: Provides protection against Chemical, Biological, Radiological, Nuclear hazards. • Riot Filter: Designed for riot control agents. • Pouch and Storage Form: Convenient storage and carrying solution. Make _____ Model _____					
Appx Qty 1-30	<u>VPU Gen II Voice Projection Unit – NO SUBSTITUTIONS ON BRAND</u> • Includes Microphone Assembly: Enables clear communication Make _____ Model _____					
Appx Qty 1-30	<u>Mirrored Outsert Cover for FM54– NO SUBSTITUTIONS ON BRAND</u> • Mirrored Outsert Cover designed for AVON FM54 APR Make _____ Model _____ Upon award, the City will purchase a minimum of 1 item each. QUANTITIES LISTED ARE APPROXIMATIONS.					
Page 1 of 3			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 STATE LEAD TIME AFTER RECEIPT OF PURCHASE ORDER: _____ days Pricing to be firm for a 1-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award may be extended for two (2) additional 1-year periods. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. Quote delivered pricing FOB Mobile, Alabama. Pricing shall be firm for one (1) year period following the award of this bid. At the option of the City and the vendor, bid may be extended for up to two (2) additional one (1) year periods.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Page_____ of _____

Page 218 of 765



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Shaw Integrated and Turf Solutions, Inc for replacement flooring for Cruise Terminal first floor lobby areas.

Amount of Contract:

\$44,537.41

Funding Source

Capital Project 0644,Cruise Terminal replace flooring in elevator cabins and lobbies.

ATTACHMENTS:

1. 20240812 Shaw Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 20 August 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Shaw Integrated and Turf Solutions, Inc.

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Shaw Integrated and Turf Solutions, Inc for replacement flooring for Cruise Terminal first floor lobby areas.
Capital Project 0644, Cruise Terminal replace flooring in elevator cabins and lobbies.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,537.41

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sourcewell cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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 requisitions as indicated below and attached herein:

Requisitions	Fiscal Year	Department	Description	Amount	Vendor
<u>11837,</u> <u>12431</u>	2024	(3032) ARCHITECTURAL ENGINEERING	REPLACEMENT FLOORING FOR CRUISE TERMINAL 1 ST FLOOR LOBBY AREAS (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$44,537.41	<u>(299207) SHAEW</u> <u>INTEGRATED</u> <u>AND TURF</u> <u>SOLUTIONS, INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR PROPOSAL ID 202851 JOB 179376 AND SOURCEWELL CONTRACT #061323-SII				
001	5T031 - welcome II EcoWorx Tile 24" x 24" 31557/Sterling	176.00 SQUAREYARD	53.66000	9444.16
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			9444.16

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

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

002	5000 - Carpet Tile Adhesive; 4 GAL	2.00 EACH	111.53000	223.06
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

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

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

003 Carpet Demolition (standard)	175.00 SQUAREYARD	3.33000	582.75
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		582.75
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Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

004 Carpet Disposal	175.00	1.33000	232.75
	SQUAREYARD		

1 2000.80.00.0000.0000.0000.0000.48010.			232.75
E C0644 .CONSTRUCTN.			

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

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

005 Carpet Tile Installation	175.00	7.54000	1319.50
	SQUAREYARD		

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1319.50
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
006	Carpet Border Work	350.00 LINEARFOOT	2.18000	763.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			763.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
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Deliver To
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MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

007 Transition Installation (excludes materials)	24.00 LINEARFOOT	2.41000	57.84
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			57.84
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRUISE TERMINAL

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

008 Furniture Removal and Replacement	8.00 HOUR	60.50000	484.00
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	484.00
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Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

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

009 Skimcoat - Labor & Materials	2250.00 SQ FT	1.60000	3600.00
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1 2000.80.00.0000.0000.0000.0000.48010.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0644	.CONSTRUCTN.			3600.00

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

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

010 Mositure Testing	1.00 EACH	200.00000	200.00
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1 2000.80.00.0000.0000.0000.0000.48010.	
E C0644 .CONSTRUCTN.	200.00

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
011	Hourly Rates for Services Not Listed 1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	40.00	55.00000	2200.00
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			2200.00

012	Supplemental Benefits	40.00 HOUR	25.00000	1000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1000.00

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

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

013	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	798.09000	798.09
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			798.09
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

014 FREIGHT	1.00 EACH	267.33000	267.33
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Additional Description Notes

PER YOUR PROPOSAL #202851; SOURCEWELL CONTRACT #061323-SII; DATED 05.21.24

FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083

Vendor Item
 Inventory Item/Loc 14009

1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	267.33
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

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

Requisition Link

Requisition Total	21172.48
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0644 .CONSTRUCTN.	21172.48	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	21172.48	308324.44

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	07/18/24	BRENDA RHODES	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011837-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552	Ship To CRUISE TERMINAL 201 SOUTH WATER ST
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ATLANTA, GA 30384

Tel#7062173422

MOBILE, AL 36602

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
Approved	07/18/24 TIFFANY HOLLINS	Auto approved by:	910511034	
Approved	07/18/24 RELYA MALLORY	Auto approved by:	910511034	
Approved	07/29/24 BRENDA RHODES			
Approved	07/29/24 TIFFANY HOLLINS	Auto approved by:	910511034	
Approved	07/29/24 RELYA MALLORY	Auto approved by:	910511034	
Rejected	07/28/24 SANDRA LEWIS	NO CONTRACT # ON QUOTE		
Approved	08/10/24 DONALD ROSE	Auto approved by:	910518227	
Approved	08/10/24 SANDRA LEWIS			
Approved	08/10/24 STEVEN KRONINGER	Auto approved by:	910518227	
Approved	08/10/24 SAMANTHA COOLEY	Auto approved by:	910518227	
Approved	08/10/24 JOHN PAINE	Auto approved by:	910518227	
Approved	08/10/24 MICHAEL SPAFFORD	Auto approved by:	910518227	

Authorized By: _____ Date: _____
Signature

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AS PER YOUR PROPOSAL ID 203712 AND JOB 180108 AND AS PER YOUR CONTRACT SOURCEWELL #061323-SII.				
001	5T031 - welcome II EcoWorx Tile 24" x 24"31557/Sterling	250.67 SQUAREYARD	53.66000	13450.95
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			13450.95

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

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

002	5000 - Carpet Tile Adhesive	2.00 EACH	111.53000	223.06
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			223.06

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

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

003 Carpet Demolition (standard)	250.00 SQUAREYARD	3.33000	832.50
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.		832.50
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Ship To
CRUISE TERMINAL
201 SOUTH WATER ST
MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
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Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

004 Carpet Disposal	250.00 EACH	1.33000	332.50
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1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.	332.50
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Ship To
 CRUISE TERMINAL
 201 SOUTH WATER ST
 MOBILE, AL 36602
 Delivery Reference
 BRENDA PARKER

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

005 Carpet Tile Installation	250.00 SQUAREYARD	7.55000	1887.50
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1887.50
	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
006	Furniture Removal and Replacement	3.00	60.50000	181.50
	SQUAREYARD			
1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			181.50

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			
007 skimcoat - Labor & Materials	2250.00	1.60000	3600.00
EACH			
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			3600.00
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

008	Mositure Testing	1.00 EACH	200.00000	200.00
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			200.00
---	---	--	--	--------

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

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

009	Hourly Rates for Services Not Listed	15.00 HOUR	55.00000	825.00
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1	2000.80.00.0000.0000.0000.0000.48010.
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
E C0644	.CONSTRUCTN.			825.00

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

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

010 Supplemental Benefits	15.00 EACH	25.00000	375.00
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1 2000.80.00.0000.0000.0000.0000.48010.		375.00
E C0644 .CONSTRUCTN.		

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

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

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

011	Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.	1.00 EACH	1123.73000	1123.73
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1	2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			1123.73
---	---	--	--	---------

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

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

012	FREIGHT	1.00	333.19000	333.19
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Page 9

Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552 ATLANTA, GA 30384 Tel#7062173422	Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602
---	--

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty EACH	Unit Price	Net Price
Additional Description Notes ----- PER YOUR QUOTE: #203712;JOB#180108 DATED 06/07/24 SOURCEWELL CONTRACT #061323-SII FOR QUESTIONS OR CONCERNS CONTACT J. RUSSELL @ 251.208.1083 Vendor Item Inventory Item/Loc 14009			
1 2000.80.00.0000.0000.0000.0000.48010. E C0644 .CONSTRUCTN.			333.19
Ship To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER Deliver To CRUISE TERMINAL 201 SOUTH WATER ST MOBILE, AL 36602 Delivery Reference BRENDA PARKER			

[Requisition Link](#)

Requisition Total

23364.93

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

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012431-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved
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Vendor SHAW INTEGRATED AND TURF SOLUTIONS INC P O BOX 748552	Ship To CRUISE TERMINAL 201 SOUTH WATER ST
--	--

ATLANTA, GA 30384

MOBILE, AL 36602

Tel#7062173422

Delivery Reference
BRENDA PARKER

Deliver To
CRUISE TERMINAL
201 SOUTH WATER ST

MOBILE, AL 36602
Delivery Reference
BRENDA PARKER

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/29/24	299207				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Account		Amount	Remaining Budget
E C0644	.CONSTRUCTN.		23364.93	22790.20

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	23364.93	308324.44

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
Approved	07/18/24	BRENDA RHODES	
Approved	07/18/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/18/24	RELYA MALLORY	Auto approved by: 910511034
Approved	07/29/24	BRENDA RHODES	
Approved	07/29/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/29/24	RELYA MALLORY	Auto approved by: 910511034
Rejected	07/28/24	SANDRA LEWIS	no contract # on the quote
Approved	08/10/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/10/24	SANDRA LEWIS	
Approved	08/10/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/10/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/10/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/10/24	MICHAEL SPAFFORD	Auto approved by: 910518227

Authorized By: _____ Date: _____
Signature

ShawContract

Carpet and floor covering

#080819-SII

Maturity Date: 10/11/2024

Sourcewell
Awarded Contract

Buy Sourcewell

Login to unlock more contract features.

Username

Password

Log In

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Products & Services

Buy Sourcewell

Documents

Contact Information

Products & Services

Sourcewell contract 080819-SII gives access to the following types of goods and services:

- Carpet
- Carpet tile
- Broadloom
- Hospitality custom
- Hard surface
- Specialty products
- Static dissipative
- Sundries
- Weld rods
- Wall covering
- Technical
- Maintenance

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2022-135, the Department has reviewed the competitive bidding process used by Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department's review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975 as amended by Act No. 2023-135.

Prior to utilizing Sourcewell, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all such purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 20 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Trantex Transportation Products of Texas, Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Trantex Transportation Products of Texas, Inc for 27 sets
of speed cushions for Traffic Engineering.
CIP Districts 3,4, and 6 Traffic Calming.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$79,805.25

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Buyboard cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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>9766</u>	2024	(2060) TRAFFIC ENGINEERING	TRAFFIC SPEED CUSHIONS FOR TRAFFIC ENGINEERING (BUYBOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$79,805.25	<u>(297168)</u> <u>TRANTEX</u> <u>TRANSPORTATION</u> <u>PRODUCTS OF</u> <u>TEXAS INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 1
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/12/24	297168				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER BUYBOARD CONTRACT 703-23 AND YOUR QUOTE QTE0008451 SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	20.00 EACH	985.25000	19705.00
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1	2000.80.00.0000.0000.0000.0000.47010. E C0954 .CAPEQUIPMT.			19705.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

002	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A	10.00 EACH	985.25000	9852.50
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=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 2
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/12/24	297168				TRAFFIC ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
	FOR SHORE HARDNESS,			
1	2000.80.00.0000.0000.0000.0000.47010. E C0954 .CAPEQUIPMT.			9852.50
	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
	Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	16.00 EACH	985.25000	15764.00
1	2000.80.00.0000.0000.0000.0000.47010. E C0953 .CAPEQUIPMT.			15764.00

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 3
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

004 SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	8.00 EACH	985.25000	7882.00
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1 2000.80.00.0000.0000.0000.0000.47010. E C0953 .CAPEQUIPMT. .			7882.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 4
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Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
005	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS, WITH RUBBER 2 ARROWS, TRAFFICLOGIX SC76A	18.00 EACH	985.25000	17734.50

1	2000.80.00.0000.0000.0000.0000.47010. E C0670 .CAPEQUIPMT.			17734.50
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

006	SPEED CUSHION, 7'L X 6'W X 3"H, COMPRESSION MOLDED, SYNTHETIC AND NATURAL RUBBER COMPOSITE, MINIMUM 500 PSI FOR STRENGTH, MINIMUM 70A FOR SHORE HARDNESS,	9.00 EACH	985.25000	8867.25
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1	2000.80.00.0000.0000.0000.0000.47010. E C0670 .CAPEQUIPMT.			8867.25
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Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 5
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Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET

HOUSTON, TX 77086

Tel#713-306-9943

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
08/12/24	297168				TRAFFIC ENGINEERING

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

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total	79805.25
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***** Project Ledger Summary Section *****

Account		Amount	Remaining Budget
E C0670 .CAPEQUIPMT.	.	26601.75	20064.25
E C0953 .CAPEQUIPMT.	.	23646.00	28020.00
E C0954 .CAPEQUIPMT.	.	29557.50	22108.50

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.47010.		

79805.25

CAPITAL IMPROVEMENTS FUND EXP EQUIPMENT (GREATER \$5000)

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

Activity	Date	Clerk	Comment
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation
CCancelled	08/13/24	JENNIFER WHITE	GL Allocation

Bill To

Requisition 00009766-00 FY 2024

Acct No:
2000.80.00.0000.0000.0000.0000.47010.
Review:
Buyer: 910518227
Status: Approved

Page 6

Vendor

TRANTEX TRANSPORTATION PRODUCTS OF TEXAS
3310-D FRICK RD

HOUSTON, TX 77086

Tel#713-306-9943

Ship To

TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To

TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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08/12/24	297168				TRAFFIC ENGINEERING
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LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	CCancelled08/13/24 JENNIFER WHITE	GL Allocation		
	Approved 06/03/24 JENNIFER WHITE			
	Approved 07/31/24 ADAM SPENCE	Auto approved by: 91054000		
	Approved 07/31/24 JENNIFER WHITE			
	Approved 08/13/24 ADAM SPENCE	Auto approved by: 91054000		
	Approved 08/13/24 JENNIFER WHITE			
	Approved 06/04/24 BRENDA RHODES			
	Approved 06/04/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 06/04/24 RELYA MALLORY	Auto approved by: 910511034		
	Approved 07/31/24 BRENDA RHODES			
	Approved 07/31/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 07/31/24 RELYA MALLORY	Auto approved by: 910511034		
	Approved 08/13/24 BRENDA RHODES			
	Approved 08/13/24 TIFFANY HOLLINS	Auto approved by: 910511034		
	Approved 08/13/24 RELYA MALLORY	Auto approved by: 910511034		
	Unknown 06/12/24 SANDRA LEWIS			
	Rejected 06/12/24 SANDRA LEWIS	need more info see email		
	Rejected 08/12/24 SANDRA LEWIS	as per our conversation		
	Approved 08/13/24 DONALD ROSE	Auto approved by: 910518227		
	Approved 08/13/24 SANDRA LEWIS			
	Approved 08/13/24 STEVEN KRONINGER	Auto approved by: 910518227		
	Approved 08/13/24 SAMANTHA COOLEY	Auto approved by: 910518227		
	Approved 08/13/24 ANNE FOLEY	Auto approved by: 910518227		
	Approved 08/13/24 JOHN PAINE	Auto approved by: 910518227		
	Approved 08/13/24 MICHAEL SPAFFORD	Auto approved by: 910518227		

Authorized By: _____ Date: _____

=====	=====
Bill To	Requisition 00009766-00 FY 2024
	Acct No:
	2000.80.00.0000.0000.0000.0000.47010.
	Review:
	Buyer: 910518227
	Status: Approved
	Page 7
=====	=====

Vendor	Ship To
TRANTEX TRANSPORTATION PRODUCTS OF TEXAS	TRAFFIC ENGINEERING
3310-D FRICK RD	852 GAYLE STREET
	MOBILE, AL 36604
HOUSTON, TX 77086	JOANNA.ARNETT@CITYOFMOBILE.ORG
Tel#713-306-9943	

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/12/24	297168				TRAFFIC ENGINEERING

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LN Description / Account	Signature	Qty	Unit Price	Net Price

April 21, 2024

Sent via email to: nick@trantexinc.com

Nick Gonzales
Trantex Transportation Products of Texas Inc.
3310-D Frick Rd
Houston TX 77086

Re: Highway Safety and Traffic Control Products
BuyBoard Contract 703-23

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Highway Safety and Traffic Control Products, Contract 703-23 effective 6/1/2023 through May 31, 2024, with two possible one-year renewals. At this time the BuyBoard is renewing your contract through May 31, 2025.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

Reminder: Once a BuyBoard contract is awarded, vendors must generate a minimum of \$15,000 annually or they may not be offered a contract renewal.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com . We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

1st renewal v.02.13.2020

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Maor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sunbelt Fire Inc for 18 set of bunker gear for MFRD.

Amount of Contract:

\$69,750.00

Funding Source

General Fund

ATTACHMENTS:

1. 20240815 Sunbelt Agenda Package POs

REVIEWERS:

Tiereney Leverette

Lana Gauthier

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 20 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sunbelt Fire Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sunbelt Fire Inc for 18 set of bunker gear for MFRD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,750.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: HGAC cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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>13257</u>	2024	(1510) FIRE ADMINISTRATION	18 SETS OF FIRE BUNKER GEAR FOR MFRD (HGAC COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,750.00	(<u>198904</u>) <u>SUNBELT FIRE INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013257-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 1
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Vendor
 SUNBELT FIRE INC
 8050 MCGOWIN DRIVE

 FAIRHOPE, AL 36532

 Tel#251-928-9917
 Fax 251-928-9933

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 RICHARDSONV@CITYOFMOBILE.ORG

 Delivery Reference
 VICTORIA RICHARDSON

 Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER QUOTE Q-26378 AND HGAC EE08-19 FIRE PROTECTION CLOTHING: FIRE COAT, GLDC364-J Gxcel Coat, PBI Max, Glide Ice PBI G2, Stedair Gold PER HGAC, QUOTE : Q-26378 Vendor Item	18.00 EACH	2215.00000	39870.00
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1	1000.30.15.1510.1522.1510.0000.0000.44020.			19935.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			19935.00

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

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

002	FIRE PROTECTION CLOTHING: FIRE PANT, GLFC364-J Pant System, PBI	18.00 EACH	1660.00000	29880.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013257-00 FY 2024 Acct No: 1000.30.15.1510.1522.1510.0000.0000.44020. Review: Buyer: 910520704 Status: Approved	Page 2
--	--	--------

Vendor SUNBELT FIRE INC 8050 MCGOWIN DRIVE FAIRHOPE, AL 36532 Tel#251-928-9917 Fax 251-928-9933	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	198904				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Max, Glide Ice PBI G2, Stedair Gold PER HGAC, QUOTE : Q-26378 Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.44020.			14940.00
2	6120.70.15.0000.0000.1510.0000.0000.44020.			14940.00

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

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

[Requisition Link](#)

Requisition Total	69750.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.44020.		
FIRE SUPPRESSION DIV EXP	34875.00	1010674.42
6120.70.15.0000.0000.1510.0000.0000.44020.		
OPERATING SUPPLIES	34875.00	143659.51
EMERGENCY MEDICAL SVCS EXP		
OPERATING SUPPLIES		

=====	=====
Bill To	Requisition 00013257-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
SUNBELT FIRE INC
8050 MCGOWIN DRIVE

FAIRHOPE, AL 36532

Tel#251-928-9917
Fax 251-928-9933

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/02/24	198904				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
***** Approval/Conversion Info *****				
Activity	Date	Clerk	Comment	
Approved	08/14/24	DONALD ROSE	Auto approved by: 910520704	
Approved	08/14/24	SANDRA LEWIS	Auto approved by: 910520704	
Approved	08/14/24	STEVEN KRONINGER	Auto approved by: 910520704	
Approved	08/14/24	SAMANTHA COOLEY		
Approved	08/14/24	JOHN PAINE	Auto approved by: 910520704	
Approved	08/14/24	MICHAEL SPAFFORD	Auto approved by: 910520704	

Authorized By: _____ Date: _____
Signature

About the Cooperative	Bid Notices	HGACBuy How2s	Products & Services	Resources
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Product Information

Product Description

Globe GX-7 2023

Manufacturer

Globe

Contract

EE08-19 Emergency Medical & Rescue Equipment

Discount

25

Keyword(s)

Bunker/Wildland Rescue Gear

Product Code

EE19LFH

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

[View Catalog](#)

Vendors Offering This Product

Air One Equipment, Inc.

Martin Svihra
msvihra@aoe.net
Phone: 847-289-9000
Fax: 847-289-9001

Allsource Enterprise LLC dba Safe Industries

Meredith Martin
mmartin@safeindustries.com
Phone: 877.997.7233
Fax: 864.845.7176

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-523-1187
Fax: 651-645-6668

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Jeremy Ware
jeremy.ware@macqueengroup.com
Phone: 262-337-9176
Fax: 651-645-6668

Witmer Public Safety Group

Jeff Trego
jtrego@wpsginc.com
Phone: 610-857-8070
Fax: 888-335-9800

Allsource Enterprise LLC dba Safe Industries

Taylor Dowling
tdowling@safeindustries.com
Phone: 864-845-7175
Fax: 864-845-7176

Casco Industries, Inc.

David Stewart
david@cascoindustries.com
Phone: 800-551-8787
Fax: 253-681-7877

MacQueen Equipment, LLC. dba MacQueen Emergency Group

Mike Purdy
mike.purdy@macqueengroup.com
Phone: 651-645-5726
Fax:

Sunbelt Fire, Inc.

Kent Bradley
kbradley@sunbeltfire.com
Phone: 251-928-9917
Fax: 251-928-9933

Sunbelt Fire, Inc.

Mike Sims
msims@sunbeltfire.com
Phone: 800.642.8484
Fax: 251-928-9933

Contact HGACBuy

Veronica Johnson

veronica.johnson@h-gac.com
Phone: 713-993-2446
Fax: 713-993-4548

[Return to Products & Services](#)

[View This Contract](#)

Contact Information

H-GAC Mailing Address:
P.O. Box 22777
Houston, TX. 77227-2777

H-GAC Physical Address
3555 Timmons Lane, Suite 120
Houston, TX 77027

Phone: 1-800-926-0234

Fax: 713-993-4548

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by the Houston-Galveston Area Council ("H-GAC"), a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by H-GAC pursuant to the competitive bid laws of the State of Texas.

Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing H-GAC, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'R. L. Riddle', written in a cursive style.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Johnson and Johnson
2. Aneesha letter

REVIEWERS:

Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Johnson & Johnson Way To Go for a Certificate of Public Convenience and Necessity to operate a sedan and shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Aneesah Johnson individually or on behalf of Johnson + Johnson Way to Go, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Aneesah Johnson

Business Address _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address: _____

Address: _____ City: _____ State: _____ Zip code: _____

Telephone Num: _____ Driver's License #: _____

Residing in Mobile County: Years: 37 Months: _____

U.S. Citizenship: Yes ☒ No ☐

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

10/10/19

10/10/19 10/10/19 10/10/19
10/10/19 10/10/19 10/10/19
10/10/19 10/10/19 10/10/19

10/10/19 10/10/19

10/10/19 10/10/19 10/10/19

10/10/19 10/10/19

10/10/19

10/10/19

10/10/19

10/10/19 10/10/19 10/10/19



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name _____ Title _____ Address _____ Amount of Stock Held (if any) _____
Aneesah Johnson owner

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 7 days a week 6AM + 5PM

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2006</u>	Model: <u>Sienna Cr</u>
Make: <u>Mercedes</u>	Year: <u>2015</u>	Model: <u>Ben2</u>
Make: <u>Chevy</u>	Year: <u>2009</u>	Model: <u>malibu</u>

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

1. The first of the three main components of the system is the

2. The second of the three main components of the system is the

3. The third of the three main components of the system is the

4. The fourth of the three main components of the system is the

5. The fifth of the three main components of the system is the



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Aneesah Johnson
Applicant's Signature

NAME OF ENTITY:

X Johnson + Johnson way to Go

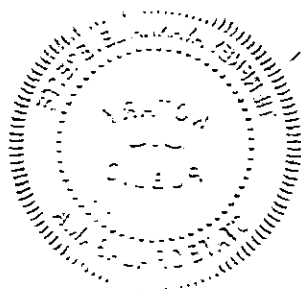
By: Aneesah Johnson
Its Owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
31 DAY OF July, 20 24

Shirley Ann Johnson
Notary Public

My Commission Expires:
March 30, 2027

My Commission Expires
March 30, 2015





(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Aneesah Johnson

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'7

Weight: 232

Hair Color: Black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Aneesah Johnson
Signature

7-31-2024
Date signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: JOHNSON, ANEESAH DUKES

Address: 7111 MOBILE ST

Nick Name:

Phone: ---

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 37

Weight: 250

Eyes: BROWN

Height: 5'07"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: AL

DL #: ---

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

A RECORD

CHECKED BY: *S. Betters*

DATE: *7/31/24*

Record attached

Arrests Report -MOBILE POLICE DEPARTMENT

Sorted by Arrest_Number, Arrest_Date, Arrest_Time

Last Name : johnson

First Name : aneesah

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>204120485401</u>	2041204854	12/29/2004	DUKES, ALICIA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BOULER, J N	CONV	101 S EAST I-65 SERVICE RD WALMART,	THEFT SHOPLIFTING 3RD
<u>207090416001</u>	2070904160	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416101</u>	2070904161	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207090416202</u>	2070904162	9/26/2007	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ELLZEY, MICHAEL	CONV	1473 S ANN ST B MOBILE,	BURGLARY 3RD - NON RESIDENCE FORCED ENTRY
<u>207107607801</u>	2071076078	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, GREGORY	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>207107607901</u>	2071076079	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208038259001</u>	2080382590	3/29/2008	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	EVANS, G D	CONV	GWIN/ST STEPHENS MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208078865501</u>	2080788655	7/28/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	DAVIS, S E	CONV	1473 ANN ST UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208089012701</u>	2080890127	9/15/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	TREUBIG, ERIKA	CONV	GWIN ST / ST STEPHENS UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208099344901</u>	2080993449	10/7/2008	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	THOMAS, J C	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>208129774701</u>	2081297747	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774801</u>	2081297748	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>208129774901</u>	2081297749	1/16/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING III, J J	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>209025051401</u>	2090250514	4/17/2009	DUKE, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	METRO UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>2110792655001</u>	2110792650	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, JASON	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211079265500A</u>	2110792650	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>211099478301</u>	2110994783	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>211109614101</u>	2111096141	10/24/2011	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	ROBERTS, C E	CONV	METRO JAIL MOBILE,	ALIAS/BENCH WARRANT ARREST

Arrest #	Incident#	Date	Arrestee Name	DOB	Arrestee Address	Officer	Arrest Type	Arrest Address	Charges
<u>21110961410A</u>	2111096141	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>212025003401</u>	2120250034	11/28/2012	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	HENSON, J D	CONV	OVERLOOK RD / CARLISLE DR UNKNOWN,	ALIAS/BENCH WARRANT ARREST
<u>213050005201</u>	2130500052	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, L M	CONV	8080 AIRPORT UNKNOWN,	THEFT SHOPLIFTING 3RD
<u>213050118401</u>	2130501184	5/14/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	NGO, LAC	CONV	SUMNER AND EAGLE ST MOBILE,	HARASSMENT
<u>213060291701</u>	2130602917	7/11/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	BROWN, LOVELL	CONV	8080 AIRPORT UNKNOWN,	THEFT FROM A BUILDING 500-2500
<u>213097549501</u>	2130975495	9/19/2013	DUKES, ANESAN	10/8/1986	UNKNOWN LOCATION UNKNOWN,	MANNING, JAMES	CONV	CARDINAL/ EAGLE MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>213100180701</u>	2131001807	8/24/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	JAMES, MICHAEL	CONV	3251 AIRPORT BLVD MOBILE,	ALIAS/BENCH WARRANT ARREST
<u>21310018070A</u>	2131001807	2/25/2014	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SANDERS, PATRICK	CONV	685 S SCHILLINGER RD MOBILE,	ENDANGER WELFARE OF CHILD
<u>21310018070B</u>	2131001807	10/12/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	SNYDER, ROBERT	CONV	685 S SCHILLINGER RD MOBILE,	ABANDONMENT OF CHILD
<u>213100265301</u>	2131002653	10/18/2013	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	2720 SPRING HILL AVE MOBILE,	POSSESS FORGED INSTRUMENT 2ND
<u>215030382101</u>	2150303821	3/27/2015	DUKES, ANEESHA	10/8/1986	UNKNOWN LOCATION UNKNOWN,	CLARK, TERRY	CONV	3170 DAUPHIN ST MOBILE,	THEFT SHOPLIFTING 3RD
<u>215050140601</u>	2150501406	5/10/2015	DUKES, ANEESAH	10/8/1986	UNKNOWN LOCATION UNKNOWN,	WEAVER, J W	CONV	2500 DAWES RD MOBILE,	CRIMINAL TRESPASSING 3RD THEFT SHOPLIFTING 3RD
<u>M2180803910</u>	M2180803910	8/29/2018	DUKES, ANEESAH NMN	10/8/1986	2617 POLLARD LANE MOBILE, ALABAMA 36606	WELCH, CHARLIE	ON VIEW	2617 POLLARD LANE MOBILE, ALABAMA 36606	DV 3RD MENACING KINFE - SIMPLE

31 Records Selected

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at (251) 450-4466.

Notice ID: ET0D6JrQU8aw2xySV5qO | Proof Updated: Aug. 07, 2024 at 10:48am CDT
Notice Name: Johnson & Johnson CPCN NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.56	
Number of Lines:	23	

08/14/2024: Other	23.56
-------------------	-------

Subtotal	\$23.56
Tax	\$0.00
Processing Fee	\$7.36
Total	\$30.92

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN AND SHUTTLE SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Johnson & Johnson Way To Go**, to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

Lagniappe HD August 14, 2024

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: AUG 06 2024



City Clerk

8-22-2024

To whom this May concern;
Good Morning, My Name is Aneesah Johnson. The Reason I desire to start this Transportation Business is Because I enjoy working with people and I think an Area of serving people has always been a passion of mine. I also want to elevate the Economic Status for myself and my family. I want to have something better for my children and Grandchildren. Every Generation should not have to start from scratch. I also enjoy meeting and hearing people's stories, I look forward to seeing how this new life goal will impact my life and my own community. Thank you so much. Johnson and Johnson. I pray my favor be granted.

Thank you
Aneesah Johnson

2024 AUG 22 AM 9:30

2024 AUG 22 AM 9:30



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Community Care

REVIEWERS:

Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Community Care & Transportation, LLC for a Certificate of Public Convenience and Necessity to operate a sedan service is hereby approved. A copy of said application is on file in the office of the City Clerk.

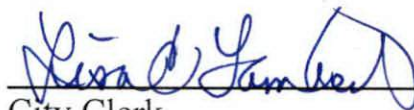
Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: AUG 06 2024



City Clerk

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Community Care & Transportation, LLC**, to operate a **sedan** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 20, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.



Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Verlesia D. Moore individually or on behalf of Community Care & Transportation LLC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Community Care & Transportation LLC

Business Address: _____

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birth: _____ SSN: _____

Residence Address:

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____

Partnership _____ L.L.C. ☒ Other: (please specify) _____

Business Address: _____

(If different from address provided in Part I)

2024 JUL 30 PM 2:47
RECEIVED



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Verlesia Moore	owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? Monday - Sunday 7 days a week

How many vehicles (carriages) do you intend to operate? 1

(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: <u>Toyota</u>	Year: <u>2024</u>	Model: <u>Camry</u>
Make: _____	Year: _____	Model: _____
Make: _____	Year: _____	Model: _____

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

[illegible]

SECRET

U.S. GOVERNMENT PRINTING OFFICE

1967 O - 380-000

1944

01/01/2010 10:00:00 AM



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Verlesia Moore

Applicant's Signature

NAME OF ENTITY:

Community Care + Transportation LLC

By: Verlesia Moore

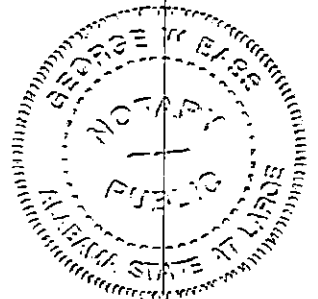
Its Owner

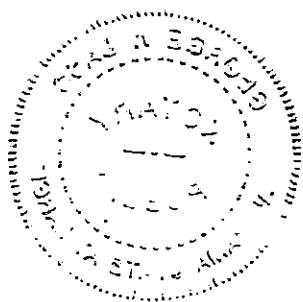
SWORN TO AND SUBSCRIBED BEFORE ME THIS
30 DAY OF July, 20 24

George W. Davis

Notary Public

Commission Expires 04/19/27







(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Verlesia Moore Campbell

Nickname(s) or Maiden Name: Moore

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5'6

Weight: 220

Hair Color: Black

Eye Color: Brown

Social Security # _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Verlesia Moore
Signature

7/29/2004
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Verlesia Darnell Moore Campbell

Date of Birth: _____ Secu: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: _____

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Verlesia Moore
Signature

7/29/2024
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: CAMPBELL - MOORE, VERLESIA DARNELL

Address: 5762 ZEIGLER BOULEVARD
MOBILE ALABAMA 36608

Nick Name:

Phone: 251-554-7411

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: F

Age: 34

Weight: 220

Eyes: BROWN

Height: 5'06"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.
Address:

Danger
Desc:

Identifying Numbers

DL State: AL

DL #:

DL Type: D

SSN:

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY:

DATE: 7/29/2024

INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: azCOSHfezBbKZ3j83M6a | Proof Updated: Aug. 07, 2024 at 10:51am CDT
Notice Name: Community Care & Transportation CPCN NOTICE

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Lana Pafenbach-Gauthier	Lagniappe Weekly
lana.gauthier@cityofmobile.org	
(251) 208-7411	

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	2.56	
Number of Lines:	23	

08/14/2024: Other	22.23
-------------------	-------

Subtotal	\$22.23
Tax	\$0.00
Processing Fee	\$7.22
Total	\$29.45

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A SEDAN SERVICE

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Lisa C. Lambert
City Clerk

Lagniappe HD August 14, 2024

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,
that Alvin Garvin is appointed to fill an unexpired term on the Advisory
Commission on the Disabled effective immediately for a term ending August
9, 2024.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution weed 1655
2. Weed Lien packet 1655

REVIEWERS:

Tiereney Leverette
Lana Gauthier

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as Weed Lien Group 1655 shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

City Clerk



MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director 

DATE: August 16, 2024

SUBJECT: Weed Lien Group 1655 Invoices for Council Agenda

Attached, please find invoices for completed Weed Lien Group Number(s) **1655**. Please place these on the City Council's Agenda for **Tuesday, August 27, 2024**

If you have any questions, please do not hesitate to contact me. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

		WEED LIEN				
		CONTRACT NUMBER				
		1655			Res. No.	
3/26/2024		LOTS TO BE DECLARED			58-270	
4/30/2024		LOTS FOR PUBLIC HEARING			58-385	
8/27/2024		LOTS TO BE ASSESSED FOR COST			58-	
		OLD SRO		Amount	Dis	N/A
No.	Address	CASE #	CASE #	Assessed		CBO
1	3301 Springhill Ave	32449	35145	\$ 50.00	1	
2	1814 Toulmin Ave	33454	35404	\$ 224.00	1	
3	1824 Toulmin Ave	32534	35405	\$ -	1	WL
4	1853 Toulmin Ave	15304	35406	\$ 217.00	1	
5	1051 Toulmin Ct	33508	35407	\$ 287.68	1	
6	2308 Holland St	27719	35408	\$ 224.00	1	
7	2617 Gold Ave	30341	35410	\$ 196.00	1	
8	2079 Victory Dr W	24968	35411	\$ 203.00	3	
9	311 Ogden Ave	31889	35412	\$ 182.00	1	
10	353 Ogden Ave	31887	35414	\$ 196.00	1	
11	351 Ogden Ave	31888	35415	\$ 266.78	1	
12	2513 McArthur Ave	32073	35416	\$ 50.00	1	CBO
13	722 Bankhead PL	28903	35417	\$ 273.81	5	
14	2620 Halls Mill Rd	25565	35418	\$ 378.91	3	
15	857 Holcombe Ave	32246	35420	\$ 406.23	3	
16	1567 Johnston St	24942	35421	\$ 203.00	3	
17	409 Gaston St	26688	35422	\$ 50.00	2	CBO
18	1248 Conception St Rd	32043	35424	\$ 1,165.75	2	
19	613 Belsaw Ave	32117	35426	\$ 203.00	2	
20	200 N Ann St	32486	35427	\$ 50.00	2	CBO
				\$ 4,827.16		
District total for this group		Numbers of lots cut				
1	11	1	9			
2	4	2	2			
3	4	3	4			
4	0	4	0			
5	1	5	1			
6	0	6	0			
7	0	7	0			
	20		16			
*ADD Added in from other Groups						
*CBO Cut By Owner						
*N/A Taken out by Inspector						

Anthony Jackson 8/15/24
Marchetta Jaire

Business Name: Daughter Laundry LLC Address: 5451 Prexel Dr. Date: 08/12/24

Group NO: 1655 City, State, Zip: Theodore AL 36582 Signature of Contractor: KJP

Item No	Address:	Sq. Ft	MIN PER LOT \$125 \$ per Sq.	Dollar Amount	yards of Debris	Amt per Yard	Total Amt Debris	# of Tires	Amt per Tire	Total Amt Tire	Grand Total Per Item
1	3301 Springhill Ave	9849	0.0125	\$ —		\$ 7.00	\$		\$ 3.00	\$	\$ —
2	1814 Toulmin Ave	7200	0.0125	\$ 125	7	\$ 7.00	\$ 49		\$ 3.00	\$	\$ 174
3	1824 Toulmin Ave	7600	0.0125	\$ 125	WL	\$ 7.00	\$		\$ 3.00	\$	\$ —
4	1853 Toulmin Ave	8385	0.0125	\$ 125	6	\$ 7.00	\$ 42		\$ 3.00	\$	\$ 167
5	1051 Toulmin Ct	15094	0.0125	\$ 188.67	7	\$ 7.00	\$ 49		\$ 3.00	\$	\$ 237.67
6	2308 Holland St	9500	0.0125	\$ 125	7	\$ 7.00	\$ 49		\$ 3.00	\$	\$ 174
7	2617 Gold Ave	11820	0.0125	\$ 147.75	3	\$ 7.00	\$ 21		\$ 3.00	\$	\$ 168.75
8	2079 Victory Dr W	6645	0.0125	\$ 125	4	\$ 7.00	\$ 28		\$ 3.00	\$	\$ 153
9	311 Ogden Ave	6848	0.0125	\$ 125	1	\$ 7.00	\$ 7		\$ 3.00	\$	\$ 132
10	353 Ogden Ave	6641	0.0125	\$ 125	3	\$ 7.00	\$ 21		\$ 3.00	\$	\$ 146
11	351 Ogden Ave	13982	0.0125	\$ 174.77	6	\$ 7.00	\$ 42		\$ 3.00	\$	\$ 216.77
12	2513 McArthur Ave	6000	0.0125	\$ CBO		\$ 7.00	\$		\$ 3.00	\$	\$ —
13	722 Bankhead Pl	15105	0.0125	\$ 188.81	5	\$ 7.00	\$ 35		\$ 3.00	\$	\$ 223.81
14	2620 Hall's Mills Rd	22953	0.0125	\$ 286.91	6	\$ 7.00	\$ 42		\$ 3.00	\$	\$ 328.91
15	857 Hilcombe Ave	28498	0.0125	\$ 356.22	—	\$ 7.00	\$ —	—	\$ 3.00	\$ —	\$ 356.22
16	1567 Johnston St	3787	0.0125	\$ 125	4	\$ 7.00	\$ 28		\$ 3.00	\$	\$ 153
17	409 Gaston St	8389	0.0125	\$ CBO		\$ 7.00	\$		\$ 3.00	\$	\$ —
18	1248 Coception St Rd	89260	0.0125	\$ 1115.75		\$ 7.00	\$		\$ 3.00	\$	\$ 1115.75
19	613 Belsaw Ave	5642	0.0125	\$ 125	4	\$ 7.00	\$ 28		\$ 3.00	\$	\$ 153
20	200 N Ann St	9109	0.0125	\$ CBO		\$ 7.00	\$		\$ 3.00	\$	\$ —
21			0.0125	\$		\$ 7.00	\$		\$ 3.00	\$	\$
22			0.0125	\$		\$ 7.00	\$		\$ 3.00	\$	\$
23			0.0125	\$		\$ 7.00	\$		\$ 3.00	\$	\$
24			0.0125	\$		\$ 7.00	\$		\$ 3.00	\$	\$
25			0.0125	\$		\$ 7.00	\$		\$ 3.00	\$	\$
TOTALS				\$3458.88			\$441-		\$	\$3899.88	





MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: SPIRIT MASTER FUNDING VII LLC

C/O FULL SPEED AUTOMOTIVE

Address: 5575 DTC PKWY STE 100

City, State, Zip: GREENWOOD VILLAGE, CO 80111

Group Number: 1656 Item # 1

Lot Description: LOT 1 MECHAM & SAGE S/D MBK 36 P 69 #SEC 18 T4S R1W #MP29 08 18 2 001
(29 08 18 2 001 103.001) 3301 SPRINGHILL AVE

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,849	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Margherita Jasta

INSPECTOR

James Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **KISER SAMUEL JEROME**
Address: **1810 TOULMIN AVE**
City, State, Zip: **MOBILE, AL 36617**
Group Number: **1655** Item # **2**

Lot Description: **LOT 6 LEWIS ADD TO TOULMINV ILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 253.XXX) 1814 TOULMIN AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	7,200	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	7	\$ 7.00	\$ 49.00
Total Project Cost:				\$ 224.00

Shelia E Dean

SECRETARY

Marichetta Jester

INSPECTOR

James Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **WALKER DAN**
C/O JESSICA CHASTANG
Address: **403 ETHEL H SEALS CT**
City, State, Zip: **EIGHT MILE, AL 36613**
Group Number: **1655** Item # **4**

Lot Description: **E 20 FT OF THE N 1/2 OF LOT 26 & W 26 FT OF THE N 1/2 OF LOT 27 OF THE LEWIS ADDN TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023 (29 02 44 0 023 272.023) 1853 TOULMIN AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,385	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	6	\$ 7.00	\$ 42.00
Total Project Cost:				\$ 217.00

Shelia E. Dean

SECRETARY

Marchetta J. Jule

INSPECTOR

Harry Johnson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

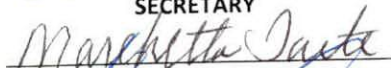
Lot Owner: **KERADE GAVIN A**
Address: **25755 KELDON CT**
City, State, Zip: **DAPHNE, AL 36526-9270**
Group Number: **1655** Item # **5**

Lot Description: **LOT 3 RESUB OF LOTS 1, 2, 3 4, 5 & 6 BLK 4 STRAUSS 3RD ADDN TO TOULMINVILLE MBK
10 PG 201 #SEC 44 T4S R1W #MP29 02 44 0 014 (29 02 44 0 014 424.001) 1051
TOULMIN CT**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		15,094	\$ 0.0125	\$ 188.68
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	7	\$ 7.00	\$ 49.00
Total Project Cost:				\$ 287.68


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

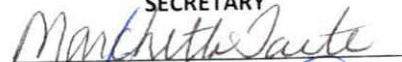
Lot Owner: **GILBERT KRISTAL**
Address: **1963 ALDER AVE**
City, State, Zip: **REEEDSPORT, OR 97467-1226**
Group Number: **1655** Item # **6**

Lot Description: **LOT 16 BLK 1 SUMMERVILLE PL MBK 3 PG 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 067.XXX) 2308 HOLLAND ST**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,500	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	7	\$ 7.00	\$ 49.00
Total Project Cost:				\$ 224.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **GEORGE CONNELLA**
Address: **239 SWEENEYS LANE**
City, State, Zip: **PRICHARD, AL 36610**
Group Number: **1655** Item # **7**

Lot Description: *****SOLD FOR 1986 TAXES*** LOT 14 BLK 2 PARADISE PARK SUB MBK 6 P 147 #SEC 44
T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 089.XXX) 2617 GOLD AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		11,820	\$ 0.0125	\$ 147.75
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 218.75

Shelia E Dean

SECRETARY

Marchetta Darte

INSPECTOR

Fary Jack

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **HANDY LATREACE BARNES**

Address: **P. O. BOX 50136**

City, State, Zip: **MOBILE, AL 36605**

Group Number: **1655** Item # **8**

Lot Description: **LOT 28 BLK 3 VICTORY PL MBK 3 PGS 658-660 #SEC 32 T4S R1W #MP29 11 32 1 000 (29 11 32 1 000 007.XXX) 2079 W VICTORY DR**

Nuisance Date: **3/26/2024** Posting Date: **4/23/2024** Hearing Date: **4/30/2024**

Date lot was cut: **8/12/2024** Contractor: **Mr. Kelvin Daughtry**

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,665	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	4	\$ 7.00	\$ 28.00
Total Project Cost:				\$ 203.00

Shelia E. Dean
SECRETARY

Maximilian J. Tate
INSPECTOR

Ray A. Baker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **WEAVER GLENDA M**

C/O PATRICIA SNOW

Address: **P. O. BOX 21267**

City, State, Zip: **TUSCALOOSA, AL 35402-1267**

Group Number: **1655** Item # **9**

Lot Description: **LOT 12 BLK O NEESES ADD TO CRICHTON MBK 4 PG 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 042.XXX) 311 OGDEN AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024

Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,848	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	1	\$ 7.00	\$ 7.00
Total Project Cost:				\$ 182.00

Shelice Dean

SECRETARY

Marshall Tate

INSPECTOR

Frank Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **WEAVER PATRICIA A**
Address: **P. O. BOX 21267**
City, State, Zip: **TUSCALOOSA, AL 35402-1267**
Group Number: **1655** Item # **10**

Lot Description: **LOT 9 BLK O NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 040.XXX) 353 OGDEN AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,641	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	3	\$ 7.00	\$ 21.00
Total Project Cost:				\$ 196.00

Shelia Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Jany Jackson
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **WEAVER MABEL O**
C/O PATRICIA SNOW
Address: **P. O. BOX 21267**
City, State, Zip: **TUSCALOOSA, AL 35402-1267**
Group Number: **1655** Item # **11**

Lot Description: **LOTS 10 & 11 BLK O NEESES A DD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 041.XXX) 351 OGDEN AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		13,982	\$ 0.0125	\$ 174.78
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	6	\$ 7.00	\$ 42.00
Total Project Cost:				\$ 266.78

Shelia E. Dean

SECRETARY

Marchetta J. Smith

INSPECTOR

Anthony J. Smith

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **MATTHEWS LORINE**
Address: **81 WAUMBECK ST**
City, State, Zip: **DORCHESTER, MA 02121**
Group Number: **1655** Item # **12**

Lot Description: **LOTS 53-54 BLK 2 ST STEPHENS HIGHLANDS 1ST EXT MBK 3 P 675 #SEC 44 T4S R1W
#MP29 02 44 0 009 (29 02 44 0 009 226.XXX) 2513 MCARTHUR ST**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	6,000	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Ray Tucker
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **Alabama Dept. of Revenue**

ATTN: Shelly Tice

Property Tax Division

Address: **P. O. Box 327210**

City, State, Zip: **Montgomery, AL 36132-7210**

Group Number: **1655** Item # **13**

Lot Description: **LOT 9 BANKHEAD PL MBK 6 PG 515 #SEC 29 T4S R1W #MP29 09 29 4 002
(29 09 29 4 002 013.XXX) 718 BANKHEAD PL**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024

Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		15,105	\$ 0.0125	\$ 188.81
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	5	\$ 7.00	\$ 35.00
Total Project Cost:				\$ 273.81

Shelia E. Dean
SECRETARY

Marchetta J. Tate
INSPECTOR

Anthony K. Kisha
SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **NGUYEN QUAN CONG & PHUONG THANH**

NGUYEN

Address: **25044 JERNIGAN ST**

City, State, Zip: **DAPHNE, AL 36526-8270**

Group Number: **1655** Item # **14**

Lot Description: **LOT 1 THOMAS PLACE MBK 46 P 104 #SEC 51 T2S R1W #MP29 09 51 0 010 (29 09 51 0 010 036.XXX) 2620 HALLS MILL RD**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024

Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		22,953	\$ 0.0125	\$ 286.91
Administration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	6	\$ 7.00	\$ 42.00
Total Project Cost:				\$ 378.91

Shelia E. Dean

SECRETARY

Marjetha J. Tate

INSPECTOR

Henry J. Adams

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **HOFFORT JEFF**
Address: **62 EMBASSY PL**
City, State, Zip: **ST ALBERT ALBERTA T8N7B7**
Group Number: **1655** Item # **15**

Lot Description: **LOT 1 SCHEUERMANN COMMERCIAL S/D MBK 103 PG 46 #SEC 51 T4S R1W #MP29 09 51 0 001 (29 09 51 0 001 001.XXX) 855 HOLCOMBE AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		28,498	\$ 0.0125	\$ 356.23
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 406.23

Shelia E Dean

SECRETARY

Marchetta Jant

INSPECTOR

Fary Fick

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

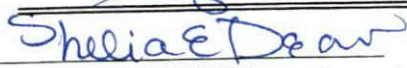
August 16, 2024

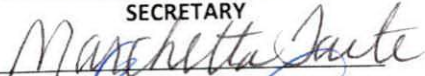
Lot Owner: **JONES JOHN**
Address: **1567 JOHNSTON ST**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1655** Item # **16**

Lot Description: **LOT 9 BLK 8 OLLINGER & STEIN SUB DBK 128 P 101 #SEC 36 T4S R1W #MP29 11 36 0 004 (29 11 36 0 004 274.XXX) 1567 JOHNSTON ST**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	3,784	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	4	\$ 7.00	\$ 28.00
Total Project Cost:				\$ 203.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **PETERSON ARTHUR & BELL**
Address: **1763 OLD CANAL ST APT 3B**
City, State, Zip: **MOBILE, AL 36605**
Group Number: **1655** Item # **17**

Lot Description: **COMG SW COR DAVIS AVE & GASTON ST THE S ALG GASTON ST 194.33 FT TO POB TH NWLY 176.6 FT TH SWLY 47.50 FT TH SELY 177.5 FT TH NELY 54 FT TO POB #SEC 40 T4S R1W #MP29 06 40 0 004 (29 06 40 0 004 120.XXX) 409 GASTON ST**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	8,389	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E. Dean

SECRETARY

Margherita Joute

INSPECTOR

Angie Tucker

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **BLISS WILLIAM L SR & DELORES**

C/O DELORES BLISS

Address: **4305 MOFFETT RD**

City, State, Zip: **MOBILE, AL 36618-1718**

Group Number: **1655** Item # **18**

Lot Description:

PARCEL A COMG AT NW COR OF NE 1/4 OF SEC 10 T4S R1W TH RUN W & ALG N/L OF SD SEC 10 A DIS OF 209.30 FT TO A PT ON WLY R/W/L OF GM&O RR TH S 45 DEG 50 MIN E & ALG SD WLY R/W OF SD RR DIS OF 1000.80 FT TH S 45 DEG 47 MIN E & CONT ALG WLY R/W/L OF SD RR A DIS 744.75 FT TO POB TH CONT S 45 DEG 47 MIN E & ALG WLY R/W/L OF SD RR DIS OF 150.24 FT TH S 40 DEG 59 MIN W A DIS OF 398.25 FT TO PT ON ELY R/W/L OF CONCEPTION ST RD TH N 49 DEG 01 MIN W & ALG ELY R/W/L E OF CONCEPTION ST RD A DIS OF 150 FT TH N 40 DEG 59 MIN E A DIS OF 406.72 FT TO PT ON WLY R/W/L OF SD GM&O RR & POB PARCEL B COMG AT NW COR OF NE 1/4 OF SEC 10 T4S R1W TH RUN W & ALG N/L OF SD SEC 10 A DIS OF 209.30 FT TO A PT ON WLY R/W/L OF GM&O RR TH S 45 DEG 50 MIN E & ALG SD WLY R/W/L OF SD RR DIS OF 1000.80 FT TH S 45 DEG 47 MIN E & CONT ALG WLY R/W/L OF RR A DIS OF 894.99 FT TO POB TH CONT S 45 DEG 47 MIN E & ALG WLY R/W/L OF SD RR A DIS OF 100.16 FT TH S 40 DEG 59 MIN W A DIS OF 392.6 FT TO A PT ON ELY R/W/L OF CONCEPTION ST RD TH N 49 DEG 01 MIN W & ALG E/L OF CONCEPTION ST RD A DIS OF 100 FT TH N 45 DEG 59 MIN E 398.25 FT TO A PT ON WLY R/W/L OF SD GM&O RR & POB (29 04 10 1 000 007.XXX) 1248 CONCEPTION STREET RD

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024

Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000		0	\$ 125.0000	\$ -
Standard Rate		89,260	\$ 0.0125	\$ 1,115.75
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 1,165.75

Shelia E Dean

SECRETARY

Marchetta Daitte

INSPECTOR

Harry Jackson

SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

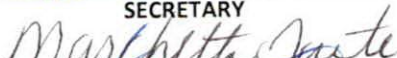
Lot Owner: **JOHNSON BARBARA ANN &
KELVIN TYRON JOHNSON
C/O YOLANDA TURNER**
Address: **2946 WIND CHASE BLVD**
City, State, Zip: **HOUSTON, TX 77082**
Group Number: **1655** Item # **19**

Lot Description: **LOTS 13 & 14 BLK 2 DIXIE PARK MBK 3 P 273 #SEC 25 T4S R1W #MP29 07 25 0 002(29
07 25 0 002 018.XXX) 613 BELSAW AVE**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: 8/12/2024 Contractor: Mr. Kelvin Daughtry

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	5,648	1	\$ 125.0000	\$ 125.00
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	4	\$ 7.00	\$ 28.00
Total Project Cost:				\$ 203.00


SECRETARY


INSPECTOR


SUPERVISOR



MUNICIPAL ENFORCEMENT DEPARTMENT

Lot Cleaning Invoice

August 16, 2024

Lot Owner: **FINKLEA BILL**
Address: **200 ANN ST**
City, State, Zip: **MOBILE, AL 36603-5461**
Group Number: **1655** Item # **20**

Lot Description: **LOT 1 & PT LOT 2 BLK 14 CAMP GROUND TRT IN CITY OF MOBILE MOBILE CO AL LOC AT THE NE COR OF ST & ANN STS IN SD CITY & BEING THE SAME PPTY CONVEYED TO MARY A KNIGHT BY DEED FROM GEORGE G BARKER & ANNA W BARKER HIS WIFE SD DEED BEING FILE D & REC IN MOBILE CO AL IN DBK 166 NS P 105 ON 4/6/15 LESS & EXCEPT: THAT LOT OF LAND BOUNDED BY A LINE DESC AS COMG AT A PT ON THE N/L OF ST ST 46 FT 10 IN E FROM THE NE COR OF THE INT OF ST & ANN STS TH RUN ELY ON ST ST 49 FT TO A PT TH IN A NLY DIR & PERPENDICULAR WITH ST ST 125 FT TO A PT TH WLY & PAR WITH STATE ST 37 FT TO A PT TH IN A SWLY DIR TO A PT 60 FT FROM THE N/L OF STATE ST ON A LINE RUN PERPENDICAULAR FROM STATE ST 46 FT 10 IN FROM T HE NE INTER OF ST & ANN STS TH RUN SLY 60 FT TO THE POB BEING A PART OF A LOT OF LAND CONVEYED BY GEO. G BARKER & WIFE TO JOHN MCCOY & JENNIE MCCOY BY DEED DTD THE 6/10/87 & REC DBK 130 P 521 OF MOBILE CO AL & THE SAME PPTY CONVEYED TO JENNIE MCCOY BY JOHN MCCOY DTD 3/17/11 REC BK 147/238 #SEC 40 T4S R1W #MP29 06 40 0 007 (29 06 40 0 007 183.XXX) 200 N ANN ST**

Nuisance Date: 3/26/2024 Posting Date: 4/23/2024 Hearing Date: 4/30/2024
Date lot was cut: N/A Contractor: N/A

ITEM	UNIT		PRICE/UNIT	COST
Base Rate>10,000	9,109	0	\$ 125.0000	\$ -
Standard Rate		0	\$ 0.0125	\$ -
Adminitration Fee	Each	1	\$ 50.00	\$ 50.00
Per Spare Tire		0	\$ 3.00	\$ -
Debris Removal	Cubic Yard	0	\$ 7.00	\$ -
Total Project Cost:				\$ 50.00

Shelia E Dean

SECRETARY

Mayheta Doute

INSPECTOR

James Jackson

SUPERVISOR

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor Stimpson wishes to appropriate \$1,500.00, to Mobile Law Enforcement Foundation, Inc., Inc. from his discretionary funds; and*

WHEREAS, Mobile Law Enforcement Foundation, Inc., Inc. is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Mobile Law Enforcement Foundation, Inc., Inc. will *be used to assist with the 2024 Annual Luncheon in November*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,500.00 to Mobile Law Enforcement Foundation, Inc. , Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Mayor William S. Stimpson*

WHEREAS, *Mayor William S. Stimpson wishes to appropriate **\$1,000.00** to P.L. Wilson Detachment of the Marine Corps League, Incorporated, from his discretionary funds; and*

WHEREAS, *P.L. Wilson Detachment of the Marine Corps League, Incorporated., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *P.L. Wilson Detachment of the Marine Corps League, Incorporated., will be used in support of the Veterans Helping Veterans Car Show and Jeep Bash on the Bay*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to P.L. Wilson Detachment of the Marine Corps League, Incorporated for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$1,994.00 to Lillie B Williamson High School Class of 1994 from his discretionary funds; and*

WHEREAS, Lillie B Williamson High School Class of 1994 is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Lillie B Williamson High School Class of 1994 will *be used to assist with the 30th Year Class Reunion September 13th – 15th*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$1,994.00 to Lillie B Williamson High School Class of 1994 , for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate \$300.00 to Toulminville-Warren Street United Methodist Church from his discretionary funds; and*

WHEREAS, Toulminville-Warren Street United Methodist Church is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Toulminville-Warren Street United Methodist Church will *be used to assist with the Jeans and Jewels Brunch on September 14, 2024*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$300.00 to Toulminville-Warren Street United Methodist Church, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$1,000.00** to St. Stephens Road Love Ministries from his discretionary funds; and*

WHEREAS, St. Stephens Road Love Ministries is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to St. Stephens Road Love Ministries *will be used to assist with the setup of a podium, stage, and sound system regarding the upcoming Introduction to the Mobile Community event on August 31, 2024, which will serve a public purpose benefitting the City of Mobile and its citizens.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$1,000.00** to St. Stephens Road Love Ministries, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Joel Daves*

WHEREAS, *Councilmember Daves wishes to appropriate \$3,500.00 to The Village of Spring Hill, Inc., from his discretionary funds; and*

WHEREAS, *The Village of Spring Hill, Inc., is an Alabama non-profit corporation which provides a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to The Village of Spring Hill, Inc., *will be used to assist with the McGregor/Dauphin Street Roundabout design services.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$3,500.00 to The Village of Spring Hill, Inc. , for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Josh Woods*

WHEREAS, *Councilmember Woods wishes to appropriate \$500.00 to Olive J. Dodge Elementary School, from his discretionary funds; and*

WHEREAS, *Olive J. Dodge Elementary School, is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Olive J. Dodge Elementary School will be used to assist with the Robotics Team's travel expenses, registration fees, and other associated costs regarding the upcoming VEX IQ Alabama State Championship in Auburn, Alabama and the prestigious VEX IQ World Championship in Dallas, Texas.*
, which will serve a public purpose benefiting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$500.00 to Olive J. Dodge Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Ben Reynolds*

WHEREAS, *Councilmember Reynolds wishes to appropriate \$2,500.00 to The Child Advocacy Center, Inc., from their discretionary funds; and*

WHEREAS, *The Child Advocacy Center, Inc., is a non-profit corporation operating in Alabama and providing a service to the community; and*

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *The Child Advocacy Center, Inc., will be used to assist with the Serve It Up with Love Tennis Tournament April 6th & 8th, 2025.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of \$2,500.00 to The Child Advocacy Center, Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **\$800.00** to Downtown Mobile District Management Corporation from his discretionary funds; and*

WHEREAS, Downtown Mobile District Management Corporation is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to Downtown Mobile District Management Corporation will *be used to assist with the annual meeting scheduled for Friday, September 20, 2024 at the Battle House Hotel*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **\$800.00** to Downtown Mobile District Management Corporation, for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

City Clerk

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of \$500 each to the following employee(s):

Fire Service Captain Robert A. Brown (Emp #15368)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

City Clerk

Chief Young,

I would like to submit Captain Robert Brown for Firefighter of the Month.

On July 29, 2024 Mobile Fire Rescue Department received a call for a High Angle Rescue @ 11 North Water Street RSA Battle House Hotel 35th floor. Captain Robert Brown displayed the true courage, compassion, and competence we speak of from Mobile Fire Rescue Department. He willingly and thoughtlessly placed his life above all else to rescue an individual whom was stuck without any option of recovery from the side of the RSA Battle House Tower. Captain Brown began assessing the situation and planning out what was going to be needed to complete the job at hand. His actions and boldness lead to the retrieval and safe recovery of a citizen whom needed our assistance in the direst situation of his life at an unimaginable height 35 stories -600 feet above ground. Captain Brown consistently displays an attitude of can and will do every day. Captain brown is a well-trained and phenomenal player of the MFRD technical rescue team. Captain Brown leads by example guiding his crew everyday with knowledge and hands on skills performing tasks an encouraging his crew to do their best every day. Captain Browns quiet demeanor is not to be taken lightly as he is a valiant warrior at heart when it comes to protecting and serving the city he loves. Captain Brown is assigned to Melton station Engine company Eight (8) as the captain. Captain Brown has been assigned to technical rescue since his hiring in 2011 starting as a firefighter, then promoting to driver assigned to engine #14 and truck company 17 then promoting to Captain returning to Engine 8 where he pridefully flourishes everyday he comes to work. It is an honor to work alongside an individual who places himself behind others as he works to make this city, department, and world a better place.

Brown, Robert Captain E08

July 29,2024

Incident # F2407290071

Meritorious Dates July 29,2024 / times:1251-1411

Meritorious Service Award Operational

Originator: Brandon D. Jackson District Chief

I certify all to be true and factual as a matter of record.

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City Supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22, Code of Alabama 1975, of \$500.00 to the following employee:

- Pavonia Boxley (August 2024) (Employee # 19907)
City Clerk's Office

This employee is to be commended for her exemplary work performance or innovations that significantly reduce costs for results in an outstanding improvement in service to the public.

Adopted:

City Clerk



THIS ACKNOWLEDGES THAT

Pavonia Boxley

IS RECOGNIZED AS
EMPLOYEE OF THE MONTH
CITY CLERK'S OFFICE
AUGUST 2024

AUGUST 27, 2024

LISA C. LAMBERT
CITY CLERK



CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Gametime

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Gametime for playground equipment for Crawford-Murphy Park.

CIP - C0975 Crawford Murphy Park Playground Phase 2

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$189,913.67

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Omnia cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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>12291</u>	2024	(3032) ARCHITECTURAL ENGINEERING	PLAYGROUND EQUIPMENT FOR CRAWFORD-MURPHY PARK (OMNIA COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$186,913.67	(<u>289913</u>) <u>GAMETIME</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER OMNIA PARTNERS CONTRACT 2017001-134 AND YOUR QUOTE 104145-01-04 38111Gametime - Tree Stump	3.00 EACH	877.24000	2631.72
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1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			2631.72
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Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

002	38112Gametime - Log Crawl Thru	1.00 EACH	7214.76000	7214.76
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1	2000.80.00.0000.0000.0000.0000.47010.
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	E C0975 .CAPEQUIPMT.			7214.76
Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER				
003	38217Gametime - Flower Talk Tube Ground Level 2-5	2.00 EACH	777.00000	1554.00
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			1554.00
Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To				

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 3
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			

004	38233Gametime - Forked Balance Beam	1.00 EACH	4278.96000	4278.96
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			4278.96

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

005	504TSALandmark Design GFRC - Mother Tree 2-5 Play Structure	1.00 EACH	66500.00000	66500.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47010. E C0975 .CAPEQUIPMT.			66500.00

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

006	91330Gametime - Mother Tree Connector Deck	1.00 EACH	1469.84000	1469.84
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			1469.84

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			

007	888-Gametime - 4' Slide - No Hood 91329	1.00 EACH	1460.00000	1460.00
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			1460.00

Ship To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

Deliver To
 CRAWFORD PARK
 351 SOUTH ANN STREET
 MOBILE, AL 36604
 Delivery Reference
 BRENDA PARKER

008	91714Gametime - Modern Transfer w/Guardrail 3' Rise	1.00 EACH	3473.96000	3473.96
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
1	2000.80.00.0000.0000.0000.0000.47020. E C0975 .CAPMATERLS.			3473.96
	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
009	PIP-GT-lmpax - 1,423 sqft of Poured in Place Rubber Safety Surfacing - Installed- 117161.75" depth for 4' fall height, 50/50 color black mix.	1.00 EACH	27565.00000	27565.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0975 .CONSTRUCTN.			27565.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
010	INSTALLGametime - Installation of Play Equipment- To include: New sidewalk - 74 feet long x 5' wide, Concrete Curb - 80' linear feet, 1, 423 sqft compacted crushed stone base for Poured in Place Rubber, excavate area to match existing grade. Includes sodding disturbed areas.	1.00 EACH	65578.75000	65578.75
1	2000.80.00.0000.0000.0000.0000.48010. E C0975 .CONSTRUCTN.			65578.75

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 8
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			
011 FREIGHT	1.00 EACH	5186.68000	5186.68
Additional Description Notes ----- PER YOUR QUOTE#104145-01-04; OMINIA PARTNERS CONTRACT #2017001 134 FOR QUESTIONS OR CONCERNS CONTACT S. MCINTYRE @51.208.7635 Vendor Item Inventory Item/Loc 14009			
1 2000.80.00.0000.0000.0000.0000.42140. E C0975 .NONCONTRCT.			5186.68

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012291-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.47020. Review: Buyer: 910518227 Status: Approved	Page 9
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Vendor GAMETIME P O BOX 1178 PELHAM, AL 35124 Tel#205-368-9279 Fax 205-663-5012	Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/17/24	289913				ARCHITECTURAL ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER Deliver To CRAWFORD PARK 351 SOUTH ANN STREET MOBILE, AL 36604 Delivery Reference BRENDA PARKER			

Requisition Link

Requisition Total	186913.67
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0975 .CAPEQUIPMT.	73714.76	86.33
E C0975 .CAPMATERLS.	14868.48	86.33
E C0975 .CONSTRUCTN.	93143.75	86.33
E C0975 .NONCONTRCT.	5186.68	86.33

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.42140.	5186.68	
CAPITAL IMPROVEMENTS FUND EXP MISCELLANEOUS SERVICES		
2000.80.00.0000.0000.0000.0000.47010.		



A PLAYCORE Company

c/o Struthers Recreation, LLC.
P.O. Box 1178
Pelham, AL 35124
Phone: 800-221-8869
Fax: 205-663-5012

07/02/2024
Quote #
104145-01-04

Crawford Murphy 2-5 Playground_2024

City of Mobile Parks and Recreation
Attn: Shannon McIntyre
351 South Ann St.
Mobile, AL 36604
UNITED STATES
Phone: 251-208-7635
Fax: 251-208-7894
shannon.mcintyre@cityofmobile.org

Ship to Zip 36604

Quantity	Part #	Description	Unit Price	Amount
3	38111	GameTime - Tree Stump	\$877.24	\$2,631.72
1	38112	GameTime - Log Crawl Thru	\$7,214.76	\$7,214.76
2	38217	GameTime - Flower Talk Tube Ground Level 2-5	\$777.00	\$1,554.00
1	38233	GameTime - Forked Balance Beam	\$4,278.96	\$4,278.96
1	504TSA	Landmark Design GFRC - Mother Tree 2-5 Play Structure	\$66,500.00	\$66,500.00
1	91330	GameTime - Mother Tree Connector Deck	\$1,469.84	\$1,469.84
1	888-91329	GameTime - 4' Slide - No Hood	\$1,460.00	\$1,460.00
1	91714	GameTime - Modern Transfer w/Guardrail 3' Rise	\$3,473.96	\$3,473.96
1	PIP-11716	GT-Impax - 1,423 sqft of Poured in Place Rubber Safety Surfacing - Installed- 1.75" depth for 4' fall height, 50/50 color black mix.	\$27,565.00	\$27,565.00
1	INSTALL	GameTime - Installation of Play Equipment- To include: New sidewalk - 74 feet long x 5' wide, Concrete Curb - 80' linear feet, 1,423 sqft compacted crushed stone base for Poured in Place Rubber, excavate area to match existing grade. Includes sodding disturbed areas.	\$65,578.75	\$65,578.75
Contract: OMNIA #2017001134			Sub Total	\$181,726.99
			Freight	\$5,186.68
			Total	\$186,913.67

OMNIA Partners Contract #2017001 134

Purchase Orders must be made out to GameTime when purchasing through the contract.

V# 209913
C0975

Crawford Murphy 2-5 Playground_2024

07/02/2024
Quote #104145-01-04

Order Terms and Conditions

Order Requirements: For the order to be processed we need you to provide the following information:

1. Written Purchase Order, Contract, or Deposit Check
2. Fully completed Acceptance Form
3. Color Selections for your Equipment (if applicable)
4. Sales Tax Exemption Certificate (if applicable)

Pricing: FOB Factory, Valid 30 days from date of quotation.

Payment Terms: 50% down and 50% net 30 after delivery or Purchase Order with credit approval. Retainage not accepted. Orders under \$5,000 require payment with order. If you elect to pay by credit card a processing fee will be assessed on the amount of your payment. You have the option to pay by check, ACH, or Wire without additional fees. Orders with equipment, installation, and surfacing may be split billed as completed and due upon receipt. A 1.5% per month finance charge will be imposed on all past due invoices. In the event we must commence third party collection or arbitration in order to recover any amount payable under this Agreement, you agree to reimburse us for all costs and attorneys' fees when incurred by us.

Taxes: All applicable taxes will be added at time of invoicing unless a tax-exempt certificate is provided. If sales tax exempt, you must provide a copy of certificate to be considered exempt.

Installation: Unless installation services is itemized in the Agreement, installation is not included.

Delivery: Unless unloading services are contracted, unloading of delivery truck is your responsibility. A forklift may be required. The freight carrier is instructed to call your designated contact 24 hours in advance of the delivery. You are responsible for noting any damages or shortages on the freight bill and inspecting equipment upon receipt. You must notify Struthers Recreation, LLC immediately of any discrepancies.

Returned Goods: Returned goods are subject to a restocking fee of 30% in addition to both the outbound and inbound freight charges. Returned goods will not be accepted without an authorization number (RGA) assigned by Struthers Recreation, LLC. Goods must be packaged to protect against damage in transit in accordance with best practices and must be received by the manufacturer within 45 days of issuance of RGA number.

Installation Terms and Conditions

Accessibility: In order for us to perform the required services for you in a cost-effective manner and for the estimated Agreement Price quoted, you agree to permit free and timely access to the necessary areas of your site to perform required services. Unless otherwise specified in the Agreement, our quotation includes one mobilization. If installation services cannot be completed due to inadequate access or unprepared site conditions additional mobilizations will be billed at \$1,500 each occurrence.

Site: Unless otherwise noted, installation quotations are based on a prepared level sub-grade not to exceed 2% slope. All excavation, drainage, removal of existing equipment, trees, etc is by others unless specifically contracted in the Agreement. We require a 10' wide path into the site and unloaded equipment to be within 100'.

Machinery: Installation services require the use of heavy machinery. All efforts are made to minimize damage to the site. It is recommended that all final landscaping, fencing, sidewalks, etc be completed after installation of equipment and/or surfacing. Struthers Recreation, LLC is not responsible for damage to grass or other site features due to normal, necessary equipment use.

Permits: Unless otherwise required by law, you agree to obtain and bear all costs incurred in connection with obtaining any necessary permits for the services provided pursuant to this Agreement.

Concealed Conditions: Concealed Conditions, such as underground utilities, rock, debris, poor drainage situations, etc., not readily apparent at time of providing the estimated Agreement Price quoted may cause us to incur additional costs, including without limitation additional materials, labor, and equipment, which will be an extra charge over the Agreement Price. Struthers Recreation, LLC is not responsible for damages or repairs to any form of underground utilities or sprinklers.

Site Security: Upon completion of the installation, concrete footers and rubber safety surfacing must cure for 72 hours. It is your responsibility to prohibit access to the site during this critical period. Struthers Recreation, LLC is not responsible for damaged rubber or equipment that becomes loose in the footers due to premature access or events beyond our control.

Quote prepared by: Melissa Isbell

Crawford Murphy 2-5 Playground_2024

07/02/2024
Quote #104145-01-04

Acceptance of quotation:

MUST BE COMPLETED TO PLACE THE ORDER

SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: \$186,913.67

Date: _____ Title: _____

Phone: _____ Facsimile: _____

Order Information:

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER) _____

SALES TAX EXEMPTION CERTIFICATE #: _____

COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS

COLOR SELECTIONS

Standard Color Palette Selection from www.gametime.com/colors : _____

or

Custom Color Selections from www.gametime.com/colors : _____

Upright: _____ Roto Plastic: _____

Accent Metal: _____ Decks: _____

HDPE: _____ 2 Color HDPE: _____

Rock: _____ Tube: _____

Plastic Roof: _____ Rope: _____

Shade Fabric: _____ Shade Metal: _____

Site Furnishing Frame: _____ Site Furnishing Coated Seat/Top: _____

Rubber Safety Surfacing: _____



Conceptual rendering, actual colors may vary.



Struthers Recreation
 220 Applegate Trace
 PO Box 1178
 Pelham, Alabama 35124
StruthersRecreation.com

Project

CRAWFORD MURPHY 2-5 Playground





PO BOX 1178, PELHAM, AL 35124
 P 205.663.5058 | T 800.221.8869
 F 205.663.5012
 STRUTHERSRECREATION.COM

This Unit includes play events and routes of travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

IMPORTANT
 Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall height as specified by the U.S. Consumer Product Safety Commission, ASTM standard F 1487, and Canadian Standard CAN/CSA-2-614

CRAWFORD MURPHY
 2-5 Playground

JOHN KILPATRICK

PROJECT MANAGER

PROJECT

REVISIONS	

AGE GROUP **2-5**

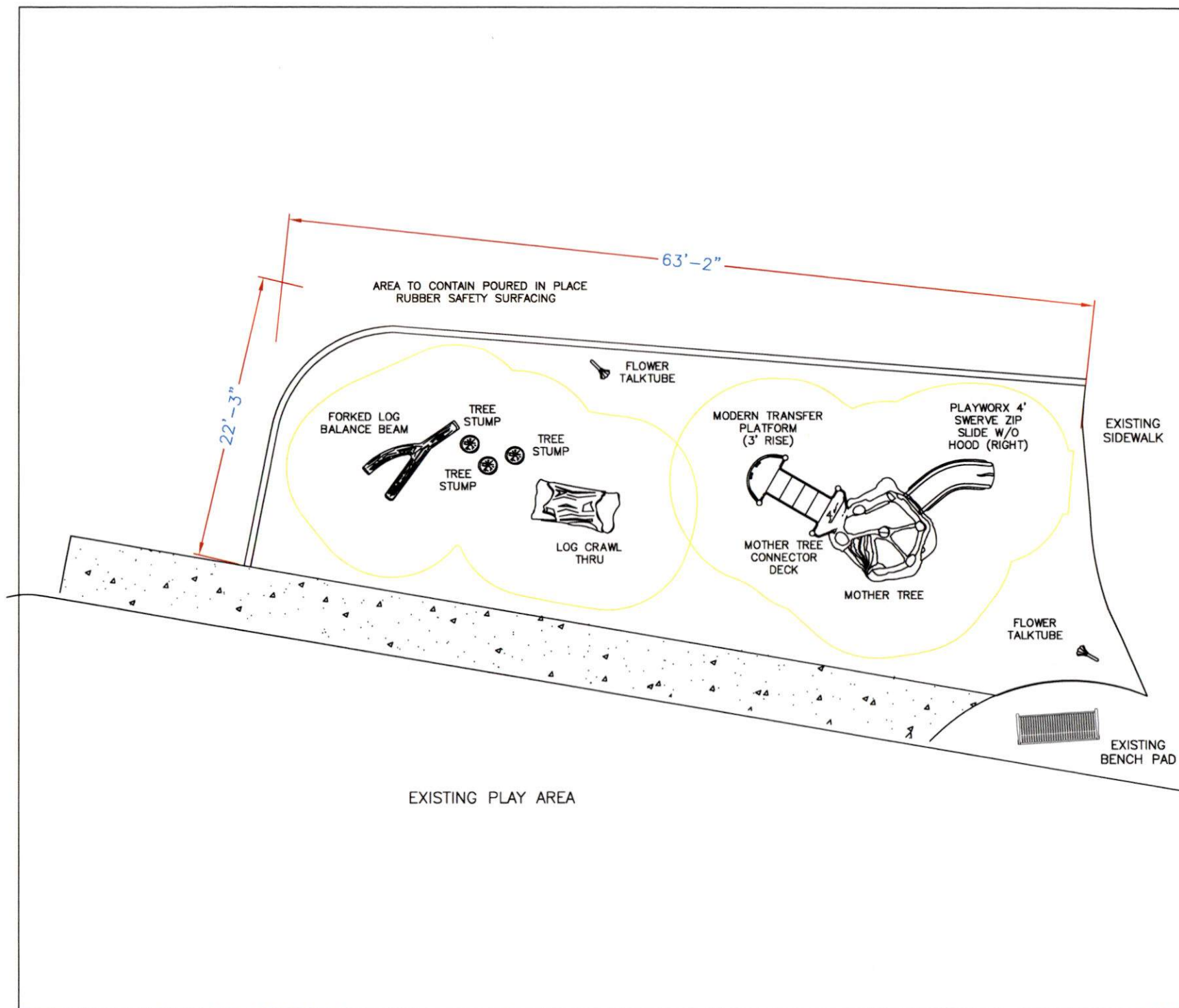
LxW **23x64**

DRAWN BY **M. ISBELL**

DATE **6.24.24**

DWG NAME **104145-A2_R1**

SCALE **NTS**





GameTime

Playground Solutions, Outdoor Furniture & Recreation Environments

We Play, Too. We're Play Innovators, Play Experts and Play Researchers.

Since 1929, GameTime has pursued a mission of enriching childhood through play. We've combined our passion for play with contemporary design, world-class manufacturing and standards-based programs and curriculum. Our local network of representatives and certified installers, coupled with industry-leading research and expertise, enables us to provide playground equipment that communities can enjoy for years to come.

Click Your Industry

Education | Government

Nonprofit

Corporate | Enterprise

Real Estate

Private Equity

Public Sector



K-12 Education



Higher Education

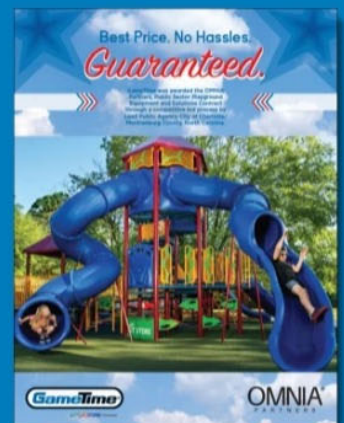


State & Local Government

We work with park and recreation professionals, schools, landscape architects and youth organizations to create outdoor recreation solutions for every generation. Agencies who are registered through OMNIA Partners can use GameTime's contract to access a breadth of products from play systems to park amenities. The contract includes our top-notch playground equipment, outdoor fitness equipment, splash parks, water fountains, surfacing, bike racks, bleachers, site amenities and even installation. There is no limit and no minimum when it comes to utilizing this contract. You'll still be getting the industry's best warranty at the best price – no hassles, guaranteed.

- **Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services**

City of Charlotte, NC | 2017001134



GameTime Contract Documentation

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

Playground and Outdoor Fitness Equipment, Site Accessories, Surfacing, and Related Products and Services

City of Charlotte, NC

Contract Number: 2017001134

July 1, 2017 through June 30, 2022

Option to renew for two (2) additional two-year periods through June 30, 2026

RENEWED THROUGH June 30, 2026

Executive Summary

- [Uniform Guidance](#)
- [Due Diligence](#)
- [Due Diligence](#)

Master Agreement Documents

- [GameTime Contract 2017001134](#)
- [GameTime Contract 2017001134](#)
- [Contract Amendment 1](#)
- [Contract Amendment 2](#)
- [Contract Amendment 3](#)
- [Contract Amendment 4](#)
- [Contract Amendment 5](#)
- [Contract Amendment 6](#)
- [Contract Amendment 7](#)
- [Contract Amendment 8](#)
- [Contract Amendment 9](#)
- [Contract Amendment 10](#)
- [Contract Amendment 11](#)
- [Contract Amendment 12](#)
- [Contract Amendment 13](#)
- [Contract Amendment 14](#)
- [Contract Amendment 15](#)

Solicitation Process

- [RFP Playground Equipment 269-2017-028](#)
- [RFP 269-2017-028 Addendum 1](#)
- [RFP 269-2017-028 Addendum 2](#)
- [RFP 269-2017-028 Addendum 3](#)
- [RFP 269-2017-028 Postings Document](#)

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
OPUS
Data & Spend Analytics
Industry Experts

ABOUT US

RESOURCES

CAREERS



OMNIA[®]
P A R T N E R S

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

BECOME A MEMBER



[Privacy Policy](#) | [Terms of Use](#)

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector (“Omnia”), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department’s review, the competitive bid process used by Omnia is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

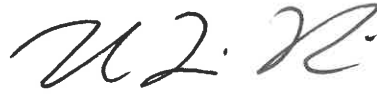
Prior to utilizing Omnia, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for “public works,” as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read "RLR", with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5075

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile - 2nd Chiller Replacement

CAPITAL PROJECT #: C0908 (20002000-42200)

CONTRACT AMOUNT: \$48,425.00 DATE OF
RECEIPT: 8/21/2024

ARCHITECTURAL ENGINEERING PROJECT #: MU-008-24

PROJECT DESCRIPTION: Consultant will provide design for removal of 2nd existing chiller and installation of new chiller including any adjustments, regarding size, power, etc. of 2nd replacement chiller. Design will also include boiler replacement under Alternate #1.

VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL
ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM) _____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ____ N X ; 5% of the 1st 50%
____ or

If different, indicate special
rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: Jaguar Consulting, LLC

Project Name: History Museum of Mobile – HVAC Upgrades

Project Number: MU-008-24

Amount: \$45,425.00

Adopted:

City Clerk

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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Project Name: History Museum of Mobile – HVAC Upgrades

Project Number: MU-008-24

Amount: \$45,425.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: CIP History Museum of Mobile - 2nd Chiller Replacement

CAPITAL PROJECT #: C0908 (20002000-42200)

CONTRACT AMOUNT: \$45,425.00 DATE OF RECEIPT: _____

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VENDOR NAME: Jaguar Consulting, LLC

VENDOR NUMBER: 298722

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ N **X** ; 5% of the 1st 50% ___ or
If different, indicate special rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024



08.15.2024

Dear Council Members:

Attached to this memo is an agreement between the JAGUAR CONSULTING LLC and the City of Mobile, for the project titled "History Museum of Mobile - 2nd Chiller Replacement" in the amount of \$ 0.00.

Updated Docs with page 3 of DBE filled and SAMs Cert included

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org or Jennifer Greene at 251-208-7199 or email at jennifer.greene@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody

Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Consultant
Department:	Architectural Engineering
Fiscal Year:	2024
District:	



**CITY OF MOBILE
AGREEMENT BETWEEN OWNER AND CONSULTANT
FOR A STIPULATED SUM (HEREINAFTER “AGREEMENT”)**

This Agreement made and entered into this _____.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633

And the Consultant: Jaguar Consulting, LLC
8658 Capital Drive North
Mobile, AL 36695

City of Mobile Business License No.: 35251

Secretary of State Registration No.: 001-001-480

For the following Project: History Museum of Mobile- 2nd Chiller Replacement
65 Government Street
Mobile, Alabama 36602

Project Number: MU-008-24

The Owner and Consultant agree as set forth below:

1.1 CONSULTANT’S SERVICE

1.1.1 The Consultant’s services consist of those described herewith and as outlined in the Consultant’s Proposal for a sum not to exceed FORTY FIVE THOUSAND FOUR HUNDRED TWENTY FIVE AND 00/100 DOLLARS (\$45,425.00).

1.1.2 The Consultant’s services shall be as stated in the attached Fee Proposal dated July 16th, 2024, respectively.

1.1.3 The Consultant shall provide professional services as set forth in this Agreement. The Consultant represents that it is properly licensed in the jurisdiction where the project is located to provide services required by this Agreement, or shall cause such services to be performed by appropriately licensed professionals. As a licensed professional the Consultant shall affix to all appropriate documents his or her “Professional Seal”.

1.1.4 If Additional Services are required due to circumstances beyond the Consultant’s control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant’s notice shall include a description of the circumstances justifying the “Additional Services” and a proposal to provide the Services.

2.1 OWNER/CONSULTANT REPRESENTATIVES

2.1.1 The Owner Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Consultant is the Owner Representative.

2.1.2 CONSULTANT IN CHARGE

Firm Name: Jaguar Consulting, LLC
Address: 8658 Capital Drive North
Phone Number: 251-455-9189
Email address: JaguarEngineers@yahoo.com
Name: Christina Marie, P.E.
License No: 35251

3.1 GENERAL REQUIREMENTS

3.1.1 The Consultant shall deliver the Work complete within Thirty (30) calendar days from the date of the Written Notice to Proceed. Deliverables shall be Two (2) sets of original sealed Documents, along with Electronic Digital Form files for all documents, Word format documents and drawings, and other applicable documents.

3.1.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.1.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreement either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.1.4 INDEMNIFICATION

The Consultant shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a sub-consultant or supplier that is committed by Consultant or the Consultant's agent, Consultant under contract, or other entity for which Consultant is legally liable. Consultant shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by Consultant or its agents covered by Consultant's policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires Consultant to procure and maintain professional liability insurance that satisfies the named requirements. Consultant shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to Consultant's liability, or in proportion to the extent Consultant participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require Consultant to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

3.1.5 STANDARD OF PERFORMANCE

Consultant shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

3.1.6 Filing fees, permit fees, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.1.7 The Consultant shall maintain insurance in accordance with Section 4.1, Insurance. If the Certificate of Insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence Consultant's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement.

3.1.8 Payments will be made to the Consultant in accordance with the attached Consultant's Proposal dated July 16, 2024.

4.1 INSURANCE

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

A. Workers' Compensation/Employer's Liability

Regardless of any "minimum requirements" of the State of Alabama, Consultant shall obtain Workers' Compensation insurance covering all workers involved in the Project and Employer's Liability insurance. Where applicable, U.S. Longshore and Harborworkers Compensation Act Endorsement and/or Maritime Coverage Endorsement shall be attached to the policy.

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Commercial General Liability Insurance

Consultant shall also obtain Commercial General Liability coverage (occurrence form) including coverage for products/completed operations, independent Consultants, and blanket contractual liability, specifically covering the obligations assumed by Consultant with the following minimums:

1. \$1,000,000 Each Occurrence (combined single limit for bodily injury and property damage)

2. \$2,000,000 Products/Completed Operations aggregate
3. \$1,000,000 Personal and Advertising Injury per person/organization
4. \$2,000,000 General Aggregate Limit per Project

C. Automobile Liability Insurance

Consultant shall also obtain a minimum of \$1,000,000 combined single limit coverage per accident, including owned, hired and non-owned automobiles. *(If Consultant does not own an automobile, but one is used in the execution of the contract, then only "hired and non-owned coverage" is required. If a vehicle is not used in the execution of the contract, then automobile coverage is not required.)*

D. Commercial Umbrella Liability Insurance

Consultant shall also obtain Umbrella Liability over and above the limits of liability required in the Employers Liability, General Liability, Automobile Liability, and Professional Error and Omissions *(if required)* policies. The Umbrella coverage form will be at least as broad as the underlying policies. The Additional Insureds requirements of underlying policies shall also be met by the Umbrella. Umbrella limits shall be at least \$2,000,000 per line of coverage.

E. Professional Liability Insurance

1. Projects \$0 - \$1,000,000 \$1,000,000/\$2,000,000 annual aggregate

F. Certificates of Insurance

The standard ACORD format shall be provided. The policy endorsements listed in this section are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the Certificate of Insurance *(ACORD 101, Additional Remarks Schedule)*.

Consultant and/or any Subconsultants shall provide City of Mobile with valid certificates of insurance (standard ACORD format) within ten (10) days from the date of issuance of contract forms for execution verifying said insurance requirements have been met. Attached to each certificate of insurance, shall be a copy of the Additional Insured Endorsement that is part of the Consultant/Subconsultant's Commercial General Liability Policy. Policies must be issued by companies with an A.M. Best rating of A-VII or better. All deductibles or Self-Insured Retentions for each policy shall not exceed \$5,000 unless otherwise indicated by City of Mobile. The Description section of the Certificate shall contain reference to the Project name. The Consultant shall ensure that each Subconsultant complies with the terms of this Section.

G. Additional Insureds

These liability policies shall endorse City of Mobile as an **Additional Insured**. Coverage for City of Mobile and their officers, directors, and employees as additional insureds shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Insurance Service Office (ISO) Additional Insured endorsement from CG2010 1185 Form B, or CG2010 1001 in conjunction with CG2037 1001, or an equivalent form that provides Additional Insured status for Products and Completed Operations. Forms that are limited to "liability arising out of your ongoing operations" or that do not extend to Products and Completed Operations are not acceptable. Should a separate excess and/or umbrella liability

policy be used to satisfy the above required limits, said policy will also be endorsed to include the Consultant, Owner et al. as an additional insured. Additionally, Consultant agrees to continue to procure and maintain liability insurance coverage meeting these requirements for the statutory limitation of claims (or statute of repose, if applicable) after the Project completion.

The policies shall be endorsed to stipulate that the insurance afforded the additional insureds shall apply as primary insurance and that any other insurance or self-insurance maintained by City of Mobile shall be excess only and shall not be called upon to contribute with this insurance. A copy of each endorsement shall be attached to the Certificate of Insurance. The Certificate shall indicate the Certificate Holder as:

City of Mobile
P.O. Box 1827
Mobile, AL 36633

H. Insurance Requirement for Subconsultants

Consultant shall ensure that its Subconsultants of any tier shall procure and maintain insurance that complies with the requirements set forth in this Agreement, including the additional insured, primary and non-contributory and waiver of subrogation requirements. Copies of the certificate(s) must be provided prior to the Subconsultants entering the site.

I. Cancellation

Each policy shall be endorsed to provide that the insurance company agrees that the policy shall not be modified, canceled, changed, allowed to lapse, or expire for any reason without at least thirty (30) days written notice to City of Mobile. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, the Consultant/Subconsultant shall supply City of Mobile with a new and replacement certificate of insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of City of Mobile and City of Mobile's parties as set forth above.

J. Waiver of Subrogation

Consultant shall waive its right to subrogation on each of the policies herein. If any of the policies do not permit the insured to enter into a pre-loss waiver, or voids coverage because of same, then this Waiver of Subrogation requirement shall not apply and Consultant shall obtain a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Insurance required by this Agreement shall be as broad as necessary to support the indemnification requirement in said contract or as broad as the indemnitor's insurance coverage, whichever is broader.

K. Professional Errors and Omissions

If "Professional" services are rendered in this service contract, then minimum coverage limits of \$1,000,000 each claim and Policy Aggregate, an Extended Discovery period to apply for at least two (2) years after Consultant's work is accepted by City of Mobile and a deductible not to exceed \$10,000, for which Consultant will remain solely responsible for, shall apply.

“Claims-made” policies shall carry a retroactive date prior to the effective date of this project. In the event the policy is cancelled, non-renewed, switched to an Occurrence Form, or any other circumstance that triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this project, then Consultant shall purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

5.1 CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Consultant’s Proposal as accepted by the City, and other documents listed in the Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement);
2. Consultant Proposal, dated July 16, 2024;
3. Certificate of Insurance with Endorsements;
4. State of Alabama Business Entity Record; and
5. E-Verify Enrollment Documentation.

6.1 DISPUTE RESOLUTION

- A. Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.
- B. This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

7.1 NON-DISCRIMINATION

- A. Consultant shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- B. Consultants shall abide by provisions of Mobile Ordinances No. 02-050 which prohibits discrimination in employment by Consultants and Sub-Consultants performing work for the City of Mobile.

8.1 IMMIGRATION LAWS

By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting

party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

9.1 NON-ASSIGNMENT

Neither this Agreement nor any rights under this Agreement may be assigned, by any party, without the prior written consent of the other party.

10.1 FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

11.1 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES

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

12.1 SEVERABILITY CLAUSE

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

13.1 NON-AGENCY CLAUSE

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

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

OWNER: **City of Mobile**

Legal Name of Party to Contract:

CONSULTANT: **Jaguar Consulting, LLC**

Signature

William S. Stimpson, Mayor
Printed Name and Title

Signature

Christina Marie, P.E., President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: **City of Mobile**

City Clerk

Consultant:

STATE OF ALABAMA

COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Christina Marie as President of Jaguar Consulting, LLC and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 24 day of July, 2024.

Sharon Hunnicutt
NOTARY PUBLIC
My Commission Expires: 7/14/2025





July 16, 2024

Mr. Jody Russell
City of Mobile
Architectural Engineering Department
Mobile, AL 36602
(251)208-1083 office
(251)605-4921 cell

Re: Engineering Services Fee Proposal
History Museum of Mobile – Chiller & Boiler Replacement
City of Mobile Project Number: MU-008-24

We propose to render Professional Engineering Services for the above referenced project. The owner of this project is The City of Mobile.

The project includes:
The replacement of an existing Chiller in the base bid.
The replacement of an existing Boiler as an additive alternate.

The City of Mobile total estimated budget for this project is approximately \$207,045.

The preliminary cost estimate for the **Base Bid** work to be designed by Jaguar Consulting and Dell Consulting is \$328,174.00. Specifically, the design will include HVAC Chiller Replacement and electrical power systems to support the new HVAC work. No controls or support equipment not specifically listed are included in the design scope.

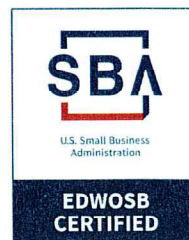
The specific extent of **Base Bid** work includes:

1. HVAC
 - a. Replacement of existing Chiller.
2. Electrical
 - a. Power to support replacement of Chiller.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below for **Base Bid**:

100% Construction Documents	\$23,850.00
Construction Administration	\$6,000.00

We propose a lump sum fee of \$29,850.00 for the base bid. Additional services, if authorized, will be charged at our hourly rates which are attached.



The preliminary cost estimate for the **Alternate Work** to be designed by Jaguar Consulting and Dell Consulting is \$151,883.00. Specifically, the design will include HVAC Boiler Replacement and electrical power systems to support the new HVAC work.

The specific extent of alternate work includes:

1. HVAC
 - a. Replacement of existing Boiler.
2. Electrical
 - a. Power to support replacement of Boiler.
3. Construction Administration
 - a. Two site visits during construction period once Notice to Proceed is issued.

We propose to render services and make submittals listed below for **Alternate Work**:

100% Construction Documents	\$12,575.00
Construction Administration	\$3,000.00

We propose a lump sum fee of \$15,575.00 for the alternate work. Additional services, if authorized, will be charged at our hourly rates which are attached.

We request that you inform us of changes in the time of performance in writing. We will endeavor to accommodate any changes, but we reserve the right to negotiate with you additional compensation or time.

Jaguar Consulting will provide you with .pdf files of drawings and specifications for each submittal.

We are prepared to schedule this work immediately. If my understanding of the scope is correct and the fee is acceptable, please sign below and return.

Thank you for the opportunity to work with you on this project. If you have any questions, please do not hesitate to give me a call.

Sincerely:

Christina Marie, P.E.
PE 50660 - ECA 50377
Jaguar Consulting, LLC
JaguarEngineers@Yahoo.com

Approved by: _____
Date: _____

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

2nd Chiller Replacement

Project #MU-008-24

The Consultant will provide design for removal of the second chiller and installation of new chiller including any adjustments regarding size, power, etc. of second replacement chiller. Design will also include boiler replacement under Alternate #1.

END OF SCOPE OF WORK



Effective Date: January 1, 2023

HOURLY RATES

<u>Classification</u>	<u>Rate/Hour</u>
Senior Principal/Partner	\$264
Principal/Partner	\$215
Registered Engineer (P.E.)	\$165
Senior Designer – Partner	\$155
Senior Designer	\$120
RCDD	\$132
Engineer (E.T.)	\$103
Engineering Designer	\$94
Drafting	\$81
Clerical	\$66

Reimbursable – Billed at cost plus 10%



COST ESTIMATE

Mobile History Museum
Chiller and Boiler Replacement (Alternate)
Tuesday, July 16, 2024
City of Mobile Project Number: MU-008-24

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL COST
MECHANICAL - DIVISION 23				
Common Work Results				
Selective Demolition				
Boilers				
Gas (Alternate)	1	Ea.	\$5,480.00	\$5,480.00
Water chiller	1	Ea.	\$15,160.00	\$15,160.00
Subtotal				\$20,640.00
HVAC Equipment				
Heating Boilers				
Gas-Fired				
Hot water (Alternate)	1	Ea.	\$76,160.00	\$76,160.00
Rotary-screw water chillers				
Air-Cooled Chiller	1	Ea.	\$157,500.00	\$157,500.00
Chiller Labor	1	Lot	\$47,250.00	\$47,250.00
Boiler Labor (Alternate)	1	Lot	\$22,848.00	\$22,848.00
Subtotal				\$303,758.00
Mechanical Subtotal (Alternated Excluded)				\$219,910.00
Alternate Mechanical Subtotal				\$104,488.00
ELECTRICAL - DIVISION 26				
ELECTRICAL DEMOLITION				
Disconnect and removal of existitng power to an existing Chiller.	1	Ea.	\$3,000.00	\$3,000.00
Disconnect and removal of existitng power to an existing Boiler. (Alternate)	1	Ea.	\$1,500.00	\$1,500.00
Subtotal				\$4,500.00
ELECTRICAL RENOVATION				
Power to new Chiller.	1	Ea.	\$11,500.00	\$11,500.00
Power to new Boiler. (Alternate)	1	Ea.	\$2,500.00	\$2,500.00
Subtotal				\$14,000.00
Electrical Subtotal (Alternated Excluded)				\$14,500.00
Alternate Electrical Subtotal				\$4,000.00
MEP Subtotal (Alternated Excluded)				\$234,410.00
Contingency/Unknown/Unestimated				\$58,602.50
Overhead and Profit				\$35,161.50
MEP TOTAL (Alternated Excluded)				\$328,174.00
MEP Subtotal (Alternate)				\$108,488.00
Contingency/Unknown/Unestimated				\$27,122.00
Overhead and Profit				\$16,273.20
MEP TOTAL (Alternate)				\$151,883.20
MEP TOTAL (BASE BID PLUS ALTERNATE)				\$480,057.20



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archonique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	SAGUARO CONSULTING, LLC
Address	8658 CAPITAL DRIVE MOBILE, AL 36685
Telephone	251-455-9189
E-Mail	SAGUAROENQUIRERS@YAHOO.COM

RFP/RFQ Solicitation Number	
Project Description	ML-008-24 HISTORY MUSEUM AND CHILDREN RE-PLACE.
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male ☐ Female ☒ Minority ☐ Non-minority ☐ SDVO ☐
Total # of Employees	1

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHRISTINA MARIE
Signature: Christina Marie Date: 7/23/24
Title: Owner

The following employee will be designated as the DBE Liaison for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: _____ Title: _____
Email: _____ Phone: _____
Page 2 of 5
Subcontractor/Supplier Plan

4/5/2021



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Subcontracting and Major Supplier Plan

FORM 1: Background and Plan (Cont'd)

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Deaver Consulting LLC Your Bid/Proposal Amount \$ 45,425.00 Date: _____
 7 / 24 / 2024 Description mu-008-24 History museum of mobile and Chiller Replacement
 Name of Bidder/Proposer: Christina Maez

I intend to use the following subcontractors: (Attach additional pages if necessary)

[illegible]



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: _____

Contact Person: _____

Phone _____ Email _____

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ☐	NO ☐	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. _____



www.sba.gov/wosbready

Women Owned Small Business Federal Contract Program | 409 Third St. SW | Washington, DC 20416

7/28/2023

Christina Marie
JAGUAR CONSULTING LLC
900 DOWNTOWNER BLVD.
MOBILE, AL

Dear Christina Marie:

Congratulations! The U.S. Small Business Administration (SBA) has certified your firm as an Economically-Disadvantaged Women-Owned Small Business (EDWOSB) eligible to participate in the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your certification is valid for three years from the date of this letter. To maintain its status as a certified EDWOSB, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining EDWOSB certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in WOSB.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contract Program, please visit: <https://www.sba.gov/wosbready>.
- SBA's 7(j) Program: EDWOSB firms may also be eligible for 7(j) management and technical assistance by contacting their local SBA district office please visit: <https://www.sba.gov/tools/local-assistance>.

As a certified EDWOSB eligible to participate in the WOSB Program, **you CAN** use the [EDWOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, paid or public service announcements, in traditional or digital format. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
WOSB Federal Contract Program Director
Deputy Director, Office of Government Contracting





JAGUAR CONSULTING LLC	
Entity ID Number	001-001-480
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	02/07/2022
Registered Agent Name	MARIE, CHRISTINA
Registered Office Street Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Registered Office Mailing Address	900 DOWNTOWNER BLVD APT 54 MOBILE, AL 36609
Nature of Business	
Annual Reports	
Report Year	2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	02/07/2022 Certificate of Formation 3 pgs.

[Browse Results](#)[New Search](#)



Company ID Number: 2268780

Approved by:

Employer Jaguar Consulting LLC	
Name (Please Type or Print) Christina Marie	Title
Signature Electronically Signed	Date 09/11/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 09/11/2023



Company ID Number: 2268780

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Jaguar Consulting LLC
Company Facility Address	8658 Capital DR. N Mobile, AL 36695
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	880556892
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1 site(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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

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

PRODUCER	CONTACT NAME:
HESTER, THOMAS & ASSOCIATES LLC	PHONE (A/C, No, Ext): (251)470-9915
851 E I-65 Service Road South Ste 110	FAX (A/C, No): (251)470-9971
Mobile, AL 36606	E-MAIL ADDRESS: andy@htains.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Wilmington Insurance Company
	INSURER B: Hiscox Insurance Company
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ Contractual Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLB055639	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED RETENTION \$	Y	Y	XLB055645	1/19/2024	1/19/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability (E&O)	Y	Y	P1009225923	2/25/2023	2/25/2024	Per Occurrence \$2,000,000 Aggregate \$2,000,000

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

Engineering Services: Design and Consulting

City of Mobile is included as an Additional Insured on all policies shown above. All policies shown above are Primary & Non-Contributory with any other insurance in force or which may be purchased by Additional Insured. A Waiver of Subrogation applies, in favor of City of Mobile for General Liability and Umbrella policies shown above. All policies carry a 30 day Notice of Cancellation and/or Non-Renewal, excepting Cancellation for Non-Payment (10-days).

Project Name: History Museum of Mobile - 2nd Chiller Replacement - Project Number: MU-008-24

CERTIFICATE HOLDER	CANCELLATION
City of Mobile PO Box 1827 Mobile, AL 36633-1827	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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Donald Rose, Senior Director - Chief Procurement Ofc

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

Amend 36-Month Contract with Samsara Inc to increase allowance of quantity and types of equipment and software licenses for vehicle dash camera services for Risk Management and Fleet Management. Resolution increases NTE expenditure authority up to \$880K (from \$646K) over contract term. Contract term remains through July 2026,

Amount of Contract:

NTE \$800K

Funding Source

Motor Pool Capital

ATTACHMENTS:

1. 2024 Samsara1 Addendum Agenda Package

REVIEWERS:

Donald Rose

Richard Moore

Chris Kern

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 13 August 2024
Date

Item No. _____

Submitted by: Risk Management/Public Services
Department

Daniel Davis/Marc Vassallo
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: Rob Lasky, Public Safety/Shonnda Smith/Public Wks
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Amendment to Contract with Samsara Inc. and increase purchase authorization amt

PURPOSE & SCOPE OF PROJECT:

Amend 36-Month Contract with Samsara Inc to increase allowance of quantity and type of equipment and software licenses for vehicle dash camera services for Risk Management and Fleet Management. Term remains through July 2026, NTE amount to \$800K. Motor Pool Capital.

RESOLUTION ☐

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: NTE \$800K over 3 years

FUNDING SOURCE:

Budget Item: 70007000 42110

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: \$216,826.00

Future years

Year: 2024-2025, 2025-2026

Amount: @ \$291,587.00

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

Effective date of contract: Upon Signature

Renewal date of contract (if applicable): N/A

If not bid, state reason: GSA Contract GS-35F-327GA

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

How many bidders submitted bids (if applicable): na

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

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, Addendum 1 to the Agreement, by and between the City of Mobile and Samsara, Inc.. dated July 25, 2023, for Fleet Vehicle Camera Services, to provide the option to purchase additional quantities and types of fleet vehicle camera services and equipment, as outlined in the agreement amendment attached hereto and made a part hereof as though set forth in full, and to increase the amount authorized to be spent under the agreement to not exceed \$800,000.00 over the agreement term.

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

Adopted:

City Clerk



Addendum 1 to Agreement for Fleet Vehicle Camera Services

THIS ADDENDUM No. 1 to ("Addendum") is entered into on this second day of August, 2024, by and between the City of Mobile, Alabama, a municipal corporation organized and existing under the laws of Alabama (the "City"), and Samsara Inc. ("Service Provider").

RECITALS

- A. Service Provider and the City entered into an Agreement for fleet vehicle camera services on or about July 25 2023, (collectively, the 'Agreement') for a sixty-month period to expire July 24, 2028.
- B. The Quote Summary section of the Agreement sets a Rate Schedule for services provided for 500 dual facing cameras, associated equipment, and licenses for both the cameras and gateways.
- C. The City desires to increase the number of dual-facing drive cameras and gateways to up to 750, and be billed according to the actual number of cameras and gateways in the applicable Add-On Order Form (as defined below).
- D. The City desires to add camera connectors, licenses, and connectivity, for up to 30 trash collection vehicles at the discretion of the City in an applicable Add-On Order Form.
- E. The City desires to add up to 100 assets tags and licenses for the tracking of other selected City capital assets in an applicable Add-On Order Form.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

- A. The services, terms, and conditions of the Agreement remain in effect.
- B. Samsara Quote # Q-896393 (the "Order Form") is added to the Agreement to supplement the additional optional equipment and services, to include any additional installation fees, shipping fees, hardware and accessories, licenses, and bundles. The quote will run concurrently with the existing agreement, referencing GSA Contract GS-35F-327GA.
- C. Subject to the applicable Samsara Software license terms, during the Initial Term of the Order Form ("Initial Order Form"), Customer has the option to order additional Products at the same pricing as the Products originally purchased under

the Order Form. This option applies only to Products of equivalent functionality originally purchased under the Initial Order Form. The Samsara Software license term of any add-on Order Form ("**Add-On Order Form**") will be set to match the then-remaining license term of the Initial Order Form, so that the Initial Order Form license term and the Add-On Order Form license term expire on the same date. The total cost of the Samsara Software licenses for an Add-On Order Form will be prorated based on their actual license term, rounded up to the nearest month, as compared to the full then-active license term of the Initial Order Form. For clarity, any order of additional Hardware under this provision requires purchase of a new license for the applicable Samsara Software for each such Hardware unit.

D. The City Public Services director is the City's designated representative for ordering services under this Agreement.

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 Service Provider by such duly authorized officers or individuals as may be required by law.

Service Provider, Samsara Inc.

, Its Executive VP,
Chief Legal Officer (title)
On behalf of Service Provider

August 2, 2024 Date

CITY

Its Mayor

Date

ATTEST:

City Clerk

Date

Exhibit A

Samsara Quote

Rest of Page Intentionally Blank
Quote on Following Page



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-896393

Issued 07-29-2024

Expires 08-09-2024

GSA Contract #: GS-35F-327GA

Prepared For:

City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

Prepared By:

Lisa Page
lisa.page@samsara.com

Quote Summary

Subtotal

Hardware and Accessories

USD \$0.00

Licenses

License Term – 36
Months

Shipping and Handling

USD \$1,206.00

Upfront Hardware Sales Tax

USD \$0.00

Annual License Sales Tax

USD \$0.00

First Year Payment

USD \$148,206.00

**Payments Beginning Year
Two**

USD \$147,000.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change

SHIP TO Charles Sumrall
770 Gayle St
Mobile, Alabama, 36604
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 4 HW-CM34	250	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	250	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	250	\$0.00	\$0.00
AHD Camera Connector (1 camera) HW-CM-AHD1	100	\$0.00	\$0.00
Extension Cable for Camera Connector CBL-CM-B3AU	100	\$0.00	\$0.00
AT11 - Unpowered Asset Tracker HW-AT11	100	\$0.00	\$0.00
		Hardware Due	USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	250	\$264.00	\$66,000.00
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	250	\$165.60	\$41,400.00
License for HD Camera Connector (1 camera) LIC-CM-AHD1	100	\$300.00	\$30,000.00
Asset Tag License LIC-AT-TAG	100	\$96.00	\$9,600.00
		Annual License Due	USD \$147,000.00

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the License Start Date (Net-30). The annual fees are payable by recurring transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships.

Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature:

Print Name:

Date:

Title:

RESOLUTION

Sponsored by:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and City Clerk be, and they hereby are, authorized to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and Samsara, Inc., for three years, for \$646,426.00 , to provide fleet vehicle camera services and equipment, as outlined in the agreement attached hereto and made a part hereof as though set forth in full.

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

Adopted: JUL 24 2023



City Clerk



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-793868

Issued 06-05-2023

Expires 07-14-2023

Prepared For:

City of Mobile
770 GAYLE ST
MOBILE, Alabama
36604

GSA Contract #: GS-35F-327GA

Quote Summary

Subtotal

Hardware and Accessories

\$0.00

Licenses

License Term – 60
Months

Installation \$70,000.00

Installation (\$70,000.00)

Shipping and Handling \$2,026.00

Upfront Hardware Sales Tax \$0.00

Annual License Sales Tax \$0.00

First Year Payment \$216,826.00

Payments Beginning Year Two \$214,800.00

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% processing fee charged on credit card transactions (fee waived for ACH (credit or debit), check, or wire)
*Sales tax subject to change



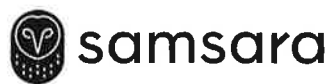
Samsara Inc
 1 De Haro Street
 San Francisco, CA 94107
 www.samsara.com

SHIP TO Charles Hines
2851 Old Shell Road
Mobile, Alabama, 36607
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Dual-facing dash-camera, series 3. HW-CM32	500	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54, for Heavy Duty Vehicles HW-VG54-NAH	300	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	300	\$0.00	\$0.00
Vehicle IoT Gateway, model VG54 HW-VG54-NA	200	\$0.00	\$0.00
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	200	\$0.00	\$0.00
Hardware Due			\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Dual-Facing Camera LIC-CM2-ENT	500	\$264.00	\$132,000.00
		Annual License Due	\$132,000.00

Bundles	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	500	\$165.60	\$82,800.00



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Annual License Due	\$82,800.00
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Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features—including but not limited to WiFi hotspot and ELD capabilities—you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually and, if applicable, a one-time Hardware cost to be paid annually (Net-30). The annual fees are payable by recurring transfer. All transfers are subject to a 3% processing fee, unless the transfer is done via ACH (credit or debit), check, or wire, in which case the 3% processing fee will be waived. Late payments are subject to 1.5% per month late fee. If license payments are delinquent by 60 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/terms-of-service>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the "Terms of



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Service"). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

The continuation of this Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the Order Form for Customer's then-subsequent fiscal year, Customer may terminate this Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates this Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

Initial installation services will be provided by an installation partner recommended by Samsara at no cost to the Customer. The time for installation will be mutually agreed upon by Customer, Samsara and any third-party provider as applicable. The Parties agree that to the extent this Order Form includes any description of third-party products and/or services not directly provided by Samsara, the applicable third-party provider or subcontractor will be solely and exclusively responsible for the provision of such products and/or services, and Customer may not withhold payment to Samsara due to such third-party products and/or services, notwithstanding any acceptance or delivery requirements or delays with respect thereto



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Notification of Confidentiality

Except as legally required under applicable public records request laws, provided that you use reasonable efforts to provide Samsara with advance notice of any such disclosure, you agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein. Please confirm acceptance of this Order Form by signing below:

Signature:

William S. Stimpson

Print Name:

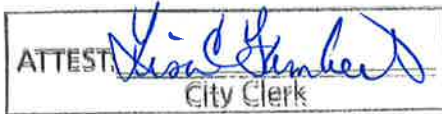
William S. Stimpson

Date:

7/25/23

Title:

Mayor





This Master License and Services Agreement is entered into as of June 28, 2023 (“**Effective Date**”), by and between Samsara Inc., a Delaware corporation, with its principal place of business located at 1 De Haro Street, San Francisco, CA 94107 (“**Samsara**”) and City of Mobile, an Alabama municipal corporation and its Affiliates who enter into Order Forms (for each such Affiliate, solely with respect to Order Forms entered into it by it and for so long as it remains a Customer Affiliate), with its principal place of business located at 205 Government St, Mobile AL 36602 (“**Customer**” and, collectively with Samsara, the “**Parties**”). This Master License and Services Agreement, including the Licenses and Services Terms and any Exhibits attached hereto or subsequently entered into by and between the Parties (collectively this “**Agreement**”), sets forth the terms and conditions pursuant to which Customer will access certain Samsara solutions and contract for certain services from Samsara.

SAMSARA LICENSE AND SERVICES TERMS

1. **Certain Definitions.** The following capitalized terms will have the meanings indicated below unless otherwise specifically defined in any Exhibits hereto.

1.1 “**Account**” means the accounts Customer create, via the Hosted Software, to access Customer Data.

1.2 “**Affiliates**” means any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Customer.

1.3 “**Apps**” means software applications for smartphones and tablets distributed by Samsara through Google Play or through the Apple App Store.

1.4 “**Authorized User**” means Customer’s employees and/or contractors whom Customer authorizes to use the Samsara Software strictly on its behalf.

1.5 “**Customer Data**” means data captured by Customer’s use of the Hardware, data submitted by Customer or by a third party (including from or through Non-Samsara Products) on Customer’s behalf into Apps and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data. For the avoidance of doubt, Customer Data does not include any Samsara Software.

1.6 “**Documentation**” means any Product training, technical services, or documentation made available to Customer through the Samsara website or otherwise made available to Customer by Samsara.

1.7 “**Equipment**” means the vehicle, equipment, asset, building, structure, or item into which Hardware is installed.

1.8 “**Firmware**” means software embedded in or otherwise running on the Hardware.

1.9 “**Hardware**” means the Samsara hardware devices such as gateways, cameras, sensors, controllers, vision systems, and accessories, that Customer have purchased, received for a free trial, or have otherwise acquired via an Order Form.

1.10 “**Hosted Software**” means Samsara’s cloud-hosted software platform, including the interface accessed online.

1.11 “**License Expiration Date**” means (a) the later of (i) the original license termination date set forth in the applicable Order Form Customer entered into for the original purchase of the Products or under which Products were originally made available to Customer (“**Initial Term**”), and (ii) the end of the then-active Renewal Term; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, three (3) years from the License Start Date.

1.12 “**License Start Date**” means (a) the license start date described in the applicable Order Form; or (b) if applicable, for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order: (i) the day Samsara activates the applicable Samsara Software license by providing Customer a claim number and access to the Hosted Software (for clarity, if Hardware associated with a then-unactivated Samsara Software license will be shipped to

Customer under the applicable Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships); or (ii) if Customer is renewing the license term for a previously-activated Samsara Software license, the day that Samsara extends Customer's access to the Hosted Software for the renewal license term.

1.13 **"Malicious Code"** means code, files, scripts, agents, software or programs intended to do harm or allow for unauthorized access, including, for example, viruses, worms, time bombs, and Trojan horses.

1.14 **"Non-Samsara Products"** means any web-based, offline, or mobile applications, or other resources, users, data, systems, networks, products, services, vehicles, equipments, hardwares, or software functionality that is provided by Customer or a third party and that interoperates and/or exchanges data with the Products.

1.15 **"Order Form"** means the applicable Quote or Purchase Order. By entering into an Order Form hereunder, a Customer Affiliate agrees to be bound by the terms of this Agreement as if it were Customer, and Customer and the applicable Customer Affiliate are jointly and severally liable under such Order Form.

1.16 **"Pre-Launch Offerings"** means any Samsara hardware and/or software offerings and related documentation and accessories that are not generally available to Samsara customers and that may be in the research, development, prototyping, and/or testing phase.

1.17 **"Products"** means the Hardware and Services. For the avoidance of doubt, Products does not include any Non-Samsara Products.

1.18 **"Professional Services"** means the training, consulting, or other professional services that are provided by Samsara to Customer (i) as purchased separately by Customer pursuant to an Order Form, (ii) in Samsara's sole discretion, or (iii) as otherwise mutually agreed between the Parties.

1.19 **"Purchase Order"** means a purchase order or similar ordering document issued by Customer to Samsara and accepted by Samsara setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.20 **"Quote"** means a quote issued by Samsara and executed by the Customer setting forth the purchase or procurement of Samsara Products and/or licenses thereto.

1.21 **"Refund"** means an amount refunded to the Customer (or in Samsara's sole discretion to any third party who paid Samsara for Customer's procurement of Products under the

applicable Order Form, including a reseller, Lender, or other third party) pursuant to the terms of this Agreement equal to (i) fees pre-paid to Samsara for the time remaining in an applicable license term prorated to the period of time between (a) the date of termination and (b) the License Expiration Date for the applicable Order Form, and (ii) fees paid to Samsara for the cost of purchased Hardware (if applicable). For the avoidance of doubt, a Refund may only be issued as expressly provided hereunder.

1.22 **"Renewal Term"** means any renewal license term of the applicable Products after the Initial Term. If Customer's license term is renewed after termination of the immediately preceding license term and Samsara in its sole discretion allows Customer to continue using the applicable Products during such interim period, this Agreement shall apply to such use.

1.23 **"Samsara Software"** means the Apps, Firmware, and Hosted Software, and any improvements, modifications, patches, updates, and upgrades thereto that Samsara develops or provides in connection with this Agreement, and Support Services.

1.24 **"Samsara Software Systems"** means the Samsara Software and any networks, systems, products, services, or data of Samsara, its providers, its partners, its customers, or any other third party, integrated with or connected to such Samsara Software.

1.25 **"Services"** means the Samsara Software and Professional Services.

1.26 **"Support Services"** means the customer support services described at <https://www.samsara.com/support> and Documentation, but excluding any Professional Services.

2. **Agreement to Terms.** By signing this Agreement, or by executing an Order Form that references this Agreement, Customer agrees to be bound by the terms of this Agreement. Customer represents and warrants that it has the authority to sign this Agreement and that it otherwise has no other obligations that conflict with the terms contained herein. If Customer does not agree to the terms of this Agreement, Customer should not use the Products. Customer may not use the Products if Customer is Samsara's direct competitor, as determined in Samsara's sole discretion, except with prior written consent.

3. **Changes to Terms.** Samsara may modify the terms of this Agreement at any time, in its sole discretion. If Samsara does so, it will notify Customer in writing. Should Customer continue to use the Products thirty (30) days after Samsara has provided such notice without written objection, Customer will be deemed to have accepted the modified Agreement. If Customer does not agree to be bound by the modified Agreement, then it must provide written objection within thirty (30) days of Samsara's modification notice and may continue to use the Products under the unmodified Agreement for the remaining term set forth in the applicable Order Form.

4. **License.** Subject to the terms and conditions specified in this Agreement or an applicable Order Form, Samsara grants Customer a non-sublicensable, non-exclusive, non-transferable, limited and revocable license to use and access the Samsara Software (i) in accordance with the Documentation, (ii) for the number and type of Samsara Software licenses specified in the

applicable Order Form and solely the functionality included therein, and (iii) starting from the applicable License Start Date until the License Expiration Date set forth in such Order Form or the earlier termination of such Order Form or this Agreement. The Support Services and Service Level Agreement in Exhibit B are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware is contingent upon Customer purchasing and maintaining a valid license to the Samsara Software. For clarity, the license for Samsara Software that is provided in conjunction with a Hardware unit is only valid for use with that Hardware unit, unless the Hardware unit is replaced pursuant to the Hardware Warranty Policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy).

5. **License Restrictions.** Customer agrees not to do or attempt to do any of the following without Samsara's express prior written consent: (i) resell, white label, or reproduce the Samsara Software or any individual element within the Samsara Software, Samsara's name, any Samsara trademark, logo or other proprietary information, or the layout and design of any part of the Samsara Software; (ii) access, tamper with, or use non-public areas of the Samsara Software Systems; (iii) gain unauthorized access to, interfere with, disable, or disrupt the integrity or security of the Samsara Software Systems; (iv) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented to protect the Samsara Software Systems or enforce a contractual usage limit; (v) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Samsara Software to any third party; (vi) decipher, decompile, disassemble or reverse engineer any aspect of the Samsara Software, in whole or in part; (vii) impersonate or misrepresent an affiliation with any person or entity; (viii) use or access the Samsara Software for any competitive purpose; (ix) perform benchmark testing on the Samsara Software; (x) use the Samsara Software to store or transmit Malicious Code; (xi) use the Products to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute infringing, libelous, defamatory, harassing, threatening, or otherwise unlawful or tortious material; or to store, publish, submit/receive, upload/download, post, use, copy, or otherwise produce, transmit, or distribute material in violation of third-party privacy rights; (xii) violate any applicable law or regulation; or (xiii) authorize, permit, encourage, or enable any other individual or entity to do any of the foregoing. Samsara has the right to investigate violations of this Section or conduct that affects the Samsara Software Systems and immediately suspend or terminate any or all of Customer's access to the Samsara Software if it reasonably suspects or determines that Customer has violated this Section. Samsara may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. **Hardware Installation and Equipment Maintenance.** Except as otherwise noted in the Quote, Customer is responsible for installation of the Hardware and ongoing maintenance of any Equipment. Depending on the Customer's intended use of the Products, Customer may require professional installation of the Hardware or ongoing professional maintenance of any Equipment. If Customer is unable to install the Hardware or to conduct such ongoing maintenance, or if Customer is uncertain that Customer has the requisite skills and understanding, Customer agrees to consult with a qualified installer or maintenance professional. Improper installation of the Hardware or maintenance of the Equipment can lead to damage of such Equipment or dangerous or life-threatening conditions,

which can cause property damage, bodily injury, or death. Customer may notify Samsara if Customer did not order the correct Hardware cables for Hardware installation. For more information on Samsara's Cable Exchange Policy, please see the Cable Exchange Policy section in Exhibit B.

7. **Product Updates.**

7.1 **General.** Samsara continuously improves the Products, and may from time to time (i) update the Samsara Software and cause Firmware updates to be automatically installed onto Hardware; (ii) update the Apps; or (iii) upgrade Hardware equipment to newer models. Samsara may change or discontinue all or any part of the Products, at any time and without notice, at Samsara's sole discretion. If Samsara discontinues supporting a Hardware model and associated Samsara Software that Customer has ordered from Samsara in accordance with this Agreement prior to the applicable License Expiration Date without offering to replace them with an updated or comparable version or model, Customer may terminate the applicable Order Form with respect to the applicable Products and request a Refund for such Products. Updates or upgrades may include security or bug fixes, performance enhancements, or new functionality, and may be issued with or without prior notification to Customer. Customer hereby consents to such automatic updates.

7.2 **Pre-Launch Offerings.** From time to time, Samsara may in its sole discretion make Pre-Launch Offerings available to Customer. Should Customer opt to use Pre-Launch Offerings: (i) Customer agrees to assume sole responsibility and all risk, and waive and release Samsara from any claims directly or indirectly arising from or related to the Pre-Launch Offerings; and (ii) except to the extent legally prohibited from taking on indemnification obligations, Customer agrees to, without limitation defend, indemnify, and hold harmless Samsara from any third party claims arising from or related to, directly or indirectly, the Pre-Launch Offerings. PRE-LAUNCH OFFERINGS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Customer acknowledges that Pre-Launch Offerings that may interact, interface, or integrate with third party products and/or services may not be validated or supported by such third parties and may interfere with the operations of or void warranties for such third party products and/or services. Except as explicitly set forth otherwise in this Section 7.2, Pre-Launch Offerings are subject to the same terms and conditions as are applicable to a "Product" under this Agreement.

7.3 **Feedback.** Customer agrees to use commercially reasonable efforts to provide feedback to Samsara regarding the Products upon request and agrees that Samsara shall have all rights, title, and interest in and to all comments, suggestions, and other feedback (collectively, "Feedback") provided by Customer to Samsara related to the Products. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in such Feedback to Samsara, and Samsara hereby accepts such transfer.

8. **Payment, Shipping, and Delivery.** Customer's payment and billing terms are set forth in the Order Form. Unless otherwise set forth herein or in the applicable Order Form, all payments made to Samsara under an Order Form are non-refundable. Samsara may submit Customer contact information and information related to the timeliness of

Customer's payments to credit rating, credit reporting, or similar agencies. Customer is responsible for all payments of applicable taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"), however designated or incurred under this Agreement. If Samsara has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Samsara will invoice Customer and Customer shall reimburse Samsara for any taxes paid or payable on behalf of Customer. Unless required by applicable law, Samsara will not provide retroactive Tax refunds or credits to Customer. Subject to applicable legal requirements, any Tax refund or credits provided to Customer shall be at Samsara's sole discretion, and Samsara reserves the right to charge the Customer reasonable fees and costs associated with processing such Tax refund or credit. All shipments are FOB (2010) Origin, Freight Prepaid, and Charged Back.

9. Accounts. Customer shall be solely responsible for administering and protecting Accounts. Customer agrees to provide access to the Samsara Software only to Authorized Users, and to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties. Customer is solely responsible for monitoring and controlling access to the Samsara Software and maintaining the confidentiality of Account login information and any provided API tokens. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately notify Samsara and de-activate such Account or change the Account's login information. Authorized Users may only use the Samsara Software strictly on behalf of Customer and subject to the terms and conditions applicable to Customer herein. Customer is responsible and liable for any breach by an Authorized User of his or her obligations hereunder.

10. Customer Data.

10.1 Ownership and Usage. Customer Data is accessible via the Samsara Software. Customer owns all Customer Data, and Samsara will keep Customer Data confidential. Customer hereby grants to Samsara a non-exclusive, transferable, sublicenseable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Products. Samsara will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Samsara will not share Customer Data without Customer consent, except when the release of data is compelled by law or permitted herein. Samsara may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Products(i) in order to provide the Products to Customer; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Products; including by providing such data to third party services for the aforementioned purposes. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non-personally-identifiable data. Customer may export Customer Data at any time during the term of this Agreement through the export features in the Samsara

dashboard or via the Samsara API. Customer acknowledges that some information may not be exportable via the Samsara dashboard or the API. If this Agreement terminates or expires and Customer does not renew, Customer Data may be immediately deleted.

10.2 Customer Data Representation and Warranty.

Customer represents and warrant that: (i) Customer will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorizations and/or agreements from any employee or third party that are necessary for Samsara to collect, use, and share Customer Data in accordance with this Agreement (ii) no Customer Data infringes upon or violates any individual or entity's intellectual property rights, privacy, publicity or other proprietary rights and (iii) Customer will adhere to all applicable state, federal and local laws and regulations in the conduct of its business in relation to Samsara and its receipt and use of the Products. EXCEPT TO THE EXTENT LEGALLY PROHIBITED FROM TAKING ON INDEMNIFICATION OBLIGATIONS, CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SAMSARA AND, IF RELEVANT, ITS SUBPROCESSORS AGAINST ANY LIABILITIES, DAMAGES, DEMANDS, LOSSES, CLAIMS, COSTS, FEES (INCLUDING LEGAL FEES), AND EXPENSES IN CONNECTION WITH ANY THIRD-PARTY LEGAL OR REGULATORY PROCEEDING ARISING FROM ANY ACT OR OMISSION OF THE CUSTOMER IN RELATION TO CUSTOMER INSTRUCTIONS OR FROM THE CUSTOMER'S BREACH OF THIS SECTION 10.2.

10.3 The "Data Protection Addendum" at <https://www.samsara.com/legal/data-protection-addendum> reflects the Parties' agreement with respect to the terms governing any Processing of Personal Data (as defined therein) by Samsara on the Customer's behalf in relation to this Agreement.

11. Confidentiality.

11.1 Confidential Information. "Confidential Information" means any technical, financial, or business information disclosed by one Party to the other Party that: (i) is marked or identified as "confidential" or "proprietary" at the time of such disclosure; or (ii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Samsara Confidential Information includes any information related to the Products, including the pricing thereof, Samsara Software Systems, or Samsara customers or partners, and any data or information that Samsara provides to Customer in the course of providing the Products to Customer. Customer Confidential Information includes Customer Data and any data or information that Customer provides to Samsara for the purpose of evaluating, procuring, or configuring the Services (for example, makes and models of vehicles or equipment, vehicle routes, or similar information). Confidential Information excludes information that: (i) is now or hereafter becomes generally known or available to the public, through no breach of the receiving Party's confidentiality obligations; (ii) was known, without restriction as to use or disclosure, by the receiving Party prior to receiving such information from the disclosing Party; (iii) is acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; (iv) is independently developed by the receiving Party without use or knowledge of or reference to any

Confidential Information of the disclosing Party; or (v) as otherwise required by law subject to the terms of this Section.

11.2 **Confidentiality Obligations.** The receiving Party agrees: (i) to maintain the disclosing Party's Confidential Information in strict confidence; (ii) not to disclose such Confidential Information to any third parties (except for any employees, agents, or third party service providers of receiving Party in performing under this Agreement under reasonable confidentiality obligations, or except as authorized by disclosing Party); and (iii) not to use any such Confidential Information for any purpose except to perform under this Agreement or as authorized by the disclosing Party. Notwithstanding anything to the contrary in this Agreement, the receiving Party may disclose the disclosing Party's Confidential Information to the extent required by law or regulation, including any applicable public record request laws, provided that unless prohibited by applicable law or regulation, the receiving Party uses reasonable efforts to give the disclosing Party advance notice of such requirement and reasonably cooperates with the disclosing Party at the disclosing Party's expense in preventing, limiting, or protecting such disclosure.

12. **Proprietary Rights.**

12.1 **Samsara Software.** Samsara and its licensors exclusively own all right, title and interest in and to the Samsara Software that Customer accesses or licenses, including all associated intellectual property rights. Customer acknowledges that the Samsara Software is protected by copyright, trademark, and other laws of the United States and foreign countries. Customer agrees not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services. Customer shall and hereby does irrevocably transfer and assign to Samsara all right, title, and interest it may have in the Samsara Software to Samsara and Samsara hereby accepts such transfer. No ownership rights are being conveyed to Customer under this Agreement. Except for the express rights granted herein, Samsara does not grant any other licenses or access rights, whether express or implied, to any other Samsara software, services, technology or intellectual property rights.

12.2 **Firmware.** The Firmware is licensed, not sold. Except in the case of a free trial and subject to the Product Trial Hardware Returns policy set forth in Exhibit B (Samsara Hardware Warranty and RMA Policy), Customer owns the Hardware on which the Firmware is recorded. Samsara retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. Customer acknowledges that the Firmware is protected by patent, copyright, trademark, and other laws of the United States and foreign countries. Samsara reserves all rights in the Firmware not expressly granted to Customer in this Agreement. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Samsara and its licensors.

13. **Connectivity Data Usage.** A Samsara Software license only includes connectivity data to the extent such license SKU is identified as including connectivity data and sets forth the amount of connectivity data included. To the extent connectivity data is included in a Samsara Software license, connectivity between the applicable Hardware and the Samsara

Software does not count towards the included connectivity data cap. Samsara reserves the right to limit access to personal entertainment streaming services through the Hardware connectivity. Connectivity data usage above any included connectivity data cap may result in the reduction of connection speeds, the restriction of connectivity, the interruption of connectivity, or some combination thereof. Restriction or interruption of connectivity will not impact the function of hours of service logs. Customer may track any included connectivity data usage from the "Gateways" page within the "Settings" section of the Hosted Software dashboard.

14. **Non-Samsara Products.** The Products may contain links to or have the ability to integrate or interoperate with, import or export data to or from, provide access to, or be accessed by Non-Samsara Products (collectively, "Non-Samsara Product Integrations"). If Customer opts to use any Non-Samsara Product Integrations, including but not limited to with respect to the exchange of data between Products and Non-Samsara Products, Customer agrees to: (i) assume sole responsibility for and all risk arising from Customer's use of Non-Samsara Product Integrations and the content, functionality, or availability of any Non-Samsara Products, including waiving and releasing Samsara from any claims directly or indirectly related thereto; and (ii) without limitation, defend, indemnify, and hold harmless Samsara from any third party claims directly or indirectly arising from or related to Customer's use of any Non-Samsara Product Integrations. SAMSARA PROVIDES NON-SAMSARA PRODUCT INTEGRATIONS "AS IS" WITHOUT WARRANTY OF ANY KIND AND ONLY AS A CONVENIENCE.

15. **Publicity.** Customer hereby grants Samsara permission to use the Customer name and logo on Samsara's website, press releases, customer lists, SEC filings, earnings calls, and investor and marketing materials to list Customer as a customer. However, Samsara will not use Customer's name, trademarks, or logos in any other way without Customer's prior consent. Customer agrees to abide by the terms of Samsara's Marks Usage Agreement available at <https://www.samsara.com/resources/brand-assets/>.

16. **Term.** The term of this Agreement begins upon the Effective Date and shall continue until the License Expiration Date for the last active Order Form or until otherwise terminated earlier as provided hereunder.

16.1 **Termination for Material Breach.** Either Party may terminate this Agreement upon a material breach by the other Party if such breach remains uncured for a period of thirty (30) days following receipt of written notice. If Customer materially breaches this Agreement, Samsara may terminate access to and use of the Services, at its sole discretion, until the breach is cured. If Samsara materially breaches this Agreement and such breach remains uncured after thirty (30) days, Customer will be entitled to provide a notice of termination and request a Refund. Unless otherwise set forth herein or in the applicable Order Form, an Order Form cannot be terminated prior to the License Expiration Date.

16.2 **Termination for Non-Appropriation of Funds.** The continuation of an Order Form one (1) year after the license start date and annually thereafter is contingent upon the appropriation of sufficient funds by Customer. If sufficient funds fail to be appropriated by Customer to provide for the continuation of the

applicable Order Form for Customer's then-subsequent fiscal year, Customer may terminate such Order Form with prior written notice effective as of the later of the date of the beginning of such subsequent fiscal year and the end of the then-current annual license period. If Customer so terminates such Order Form, Samsara shall be entitled to payment of and for: all amounts due as of the date of termination; deliverables in progress; liabilities, fees, or costs caused by such termination including for obligations that extend beyond the date of termination; and reasonable Order Form close-out costs.

16.3 Effect of Termination. Upon any termination or expiration of the Agreement, the following Sections of this Agreement will survive: 5 (Restrictions), 7.2 (Pre-Launch Offerings), 7.3 (Feedback), 8 (Payment), 10 (Customer Data), 11 (Confidentiality), 12 (Proprietary Rights), 16 (Term), 17 (Warranty Disclaimers), 18 (Limitation of Liability), 19 (Dispute Resolution), 20 (Class Action Waiver), 21 (Governing Law), and 22 (General Terms). At the Customer's request, and subject to Samsara's data retention and backup policies, Samsara shall delete and remove any Customer Data on the Hosted Software.

17. Warranty and Warranty Disclaimers.

17.1 Hardware Warranty. Samsara provides a Hardware warranty as set forth in the Hardware Warranty Policy section of Exhibit B (Samsara Hardware Warranty and RMA Policy).

17.2 Warranty Disclaimers. EXCEPT AS EXPRESSLY PROVIDED UNDER THE LIMITED HARDWARE WARRANTY PROVIDED UNDER SECTION 17.1 (HARDWARE WARRANTY), THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, SAMSARA EXPLICITLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ACTIVE DRIVER AND PERSONNEL SUPERVISION IS REQUIRED EVEN WHEN THE PRODUCTS ARE IN USE, AND THE PRODUCTS ARE NOT A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. CUSTOMER IS SOLELY RESPONSIBLE FOR ANY AND ALL SPEEDING, TOLLS, AND OTHER TRAFFIC OR LEGAL VIOLATIONS FOR ITS VEHICLES AND EQUIPMENT EVEN WHEN THE PRODUCTS ARE IN USE. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRODUCTS ARE NOT A SUBSTITUTE FOR SAFE AND LAWFUL DRIVING AND EQUIPMENT USE OR OTHER APPROPRIATE PERSONNEL OR WORKPLACE CONDUCT AS APPLICABLE AND THAT CUSTOMER SHALL NOT USE THE PRODUCTS AS A CRASH OR ACCIDENT AVOIDANCE OR PREVENTION SYSTEM. Samsara makes no warranty that the Products will meet Customer's requirements or be available on an uninterrupted, secure, or error-free basis. Samsara makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer Data.

18. Indemnification and Limitation of Liability

18.1 General Indemnification. Samsara will indemnify, defend and hold harmless Customer and its Affiliates, officers,

directors, and employees, from and against any and all liabilities, losses, damages, claims, actions, proceedings, suits, costs, or expenses, including reasonable attorney fees for counsel retained by Customer relating to any third-party claims (collectively, "Losses"), to the extent directly arising out of any fraudulent, grossly negligent, reckless, or willful act or omission of Samsara or its employees, representatives, agents or contractors.

18.2 Third Party Intellectual Property Indemnification.

Samsara will defend (or settle), at its expense, any actual or threatened third-party action, suit or proceeding against Customer ("Claim") to the extent such Claim is based on an allegation that Samsara's Products or any part thereof, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret, and will indemnify Customer for any costs, damages and reasonable attorneys' fees attributable to such Claim that are awarded against Customer. Samsara's obligations under this section are contingent upon: (a) Customer providing Samsara with prompt written notice of such Claim; (b) Customer providing reasonable cooperation to Samsara, at Samsara's expense, in the defense and settlement of such Claim; and (c) Samsara having sole authority to defend or settle such Claim. In the event that Samsara's right to provide the Products is enjoined or in Samsara's reasonable opinion is likely to be enjoined, Samsara may obtain the right to continue providing the Products, replace or modify the Products so that it becomes non-infringing, or, if such remedies are not reasonably available, terminate this Agreement without liability to Customer and Customer will be provided a Refund. THE FOREGOING STATES THE ENTIRE OBLIGATION OF SAMSARA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCTS. Samsara will have no liability under this section to the extent that any Claim results from: (a) modifications to the Products made by a party other than Samsara or a party acting on Samsara's behalf; (b) the combination, operation or use of the Products with equipment, devices, software or data not supplied by Samsara; (c) Customer's failure to use updated or modified versions of the Products provided by Samsara; (d) Samsara's compliance with any designs, specifications or plans provided by Customer; or (e) Customer's use of the Products other than in accordance with this Agreement or any Documentation.

18.3 No Consequential Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW NEITHER SAMSARA NOR CUSTOMER NOR ANY OTHER ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PRODUCTS WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF

SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS

ESSENTIAL PURPOSE. SOME JURISDICTIONS LEGALLY PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

18.4 Cap. EXCEPT AS TO ANY EXPRESS INDEMNIFICATION OBLIGATION SET FORTH HEREIN, A BREACH OF SECTION 7.2 OR SECTION 10.2 BY CUSTOMER, CUSTOMER'S PAYMENT OBLIGATIONS UNDER AN ORDER FORM OR EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL AGGREGATE LIABILITY, INCLUDING TO THE OTHER PARTY AND ANY OF ITS AFFILIATES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE PRODUCTS EXCEED THE AMOUNTS CUSTOMER HAS PAID TO SAMSARA HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGE, OR IF CUSTOMER HAS NOT HAD ANY PAYMENT OBLIGATIONS TO SAMSARA (FOR EXAMPLE THROUGH A FREE TRIAL), ONE HUNDRED DOLLARS (\$100).

18.5 EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAMSARA AND CUSTOMER.

19. Dispute Resolution. Unless Customer is legally prohibited by law from resolving disputes by arbitration, any dispute arising from or relating to this Agreement or Customer's use of the Products that cannot be resolved by the Parties within a period of sixty (60) days after notice of a dispute has been given by one Party hereunder to the other, shall be finally and exclusively settled by confidential arbitration in the JAMS location nearest to the county in which Customer has its principal place of business, using the English language in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services, Inc. ("JAMS Rules") then in effect, by one or more commercial arbitrator(s) with substantial experience in resolving complex commercial contract disputes. The Parties agree that such arbitrator(s) shall have full authority to award preliminary and permanent injunctive relief, damages, and any other relief available in law, at equity, or otherwise pursuant to applicable law and that any emergency arbitrator(s) appointed in accordance with the JAMS Rules shall have authority to grant emergency relief in accordance with such rules.

20. Class Action Waiver. Except to the extent prohibited by applicable law, any proceedings to arbitrate or resolve any dispute arising from or relating to this Agreement or Customer's use of the Products in any forum will be conducted solely on an individual basis and not as a class action, consolidated action, private attorney general action, or other representative action. Customer expressly waives its right to file a class action, participate in a class action, or seek relief on a class basis. Unless Samsara agrees in writing otherwise, the arbitrator or

other adjudicator will not consolidate more than one person or entity's claims.

21. Governing Law. This Agreement and any action related thereto will be governed by the laws of the state in which Customer has its principal place of business without regard to its conflict of laws provisions. Exclusive jurisdiction and venue for actions related to this Agreement or Customer use of the Products will be the state and federal courts located in or nearest to the county in which the Customer has its principal place of business, and both parties consent to the jurisdiction of such courts with respect to any such actions.

22. General Terms.

22.1 Entire Agreement. This Agreement together with any amendments or addenda thereto and any applicable Order Form constitute the entire and exclusive understanding and agreement between Samsara and Customer regarding the Products, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Samsara and Customer regarding the Products. If there is a conflict between the terms of an Order Form and the terms of this Agreement, then the terms of the Order Form controls over the terms of this Agreement; provided that, to the extent applicable, (a) if a purchase or procurement under a Purchase Order is also documented by a Quote, notwithstanding anything to the contrary in this Agreement or the applicable Purchase Order, (i) to the extent there is a conflict between such Purchase Order and such Quote, the terms of the Quote shall prevail, and no additional terms included in such Purchase Order that are not included in such Quote shall apply; and (ii) Customer shall ensure such Purchase Order references, and reflects identical terms and conditions to, such Quote; and (b) for Purchase Orders issued by a Samsara reseller where the applicable purchase or procurement of Products is not also documented by a Quote, notwithstanding anything to the contrary in this Agreement, the reseller agreement between such reseller and Samsara, or the applicable Purchase Order, to the extent there is a conflict between such Purchase Order and such reseller agreement, the terms of the reseller agreement shall prevail, and no additional terms included in such Purchase Order that are not included in such reseller agreement shall apply. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

22.2 Acceptable Use. Customer may not, and may not allow any third-party, including its Authorized Users, to (a) use the Products: (i) for any inappropriate, improper, discriminatory, illegal, or otherwise harmful purpose or (ii) to violate, or encourage the violation of, the rights of others which includes, without limitation, legal rights (e.g., intellectual property or proprietary rights) or human rights (i.e., the rights inherent to all human beings regardless of race, sex, nationality, ethnicity, language, religion, or any other status, including without limitation the right to life and liberty, freedom from slavery and torture, freedom of opinion and expression, the right to work and education, and many more), each as reasonably determined by Samsara; or (b) engage in abusive, harassing, threatening, offensive, or otherwise improper conduct towards Samsara or its employees, agents, service providers, partners, or other customers. To report any potential misuse or violation,

please email abuse@samsara.com or submit an anonymous concern via samsara-external.ethicspoint.com.

22.3 **Assignment.** Customer may not assign or transfer this Agreement, by operation of law or otherwise, without Samsara's prior written consent. Any attempt by Customer to assign or transfer this Agreement, without such consent, will be null. Samsara may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their successors and permitted assigns.

22.4 **Export Restrictions.** Customer shall not use the Products in violation of applicable export control or sanctions laws of the United States or any other applicable jurisdiction. Customer shall not use the Products if Customer is or is working on behalf of any restricted person or entity, including those listed on the U.S. Treasury Department's list of Specially Designated Nationals, the U.S. Department of Commerce Denied Person's List or Entity List, the State Department's Debarred list, or similar denied parties list without prior authorization by the U.S. Government. Customer shall not export, re-export, or transfer the Products if for use directly or indirectly in any prohibited activity described in Part 744 of the U.S. Export Administration Regulations, including certain nuclear, chemical or biological weapons, rocket systems or unmanned air vehicle end-uses.

22.5 Samsara 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 any work subcontracted to perform under this Agreement be awarded to socially and economically disadvantaged individuals and business entities.

22.6 The Parties affirm, for the duration of the Agreement, that they will not knowingly violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a Party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for any damages resulting therefrom.

22.7 **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.

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

22.9 **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.

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

a. **General Liability insurance** – public liability

including premises, products and complete operations.

(1) Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

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

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

(3) Bodily injury and property damage combined –

\$500,000 per occurrence

b. **Comprehensive – Automobile Liability Insurance**

including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:

\$250,000 each person

\$500,000 each occurrence

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

occurrence.

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

Bodily injury and property damage combined –

\$500,000 per occurrence

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

d. Workers compensation that meets statutory requirements

22.11 Force Majeure. Samsara is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond Samsara's reasonable control, such as war, hostilities, act of God, earthquake, flood, fire, or other natural disaster, strike or labor conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

22.12 Financed Purchases and Other Payment Arrangements. If you are accessing the Products through a financing entity ("Lender"), the terms in this Section shall apply. Any obligation you may have to the Lender is absolute and unconditional, not subject to any setoff or counterclaim as between you and Lender, unless agreed to otherwise in the separate financing agreement ("Financing Agreement") you enter into with the Lender to finance your purchase of the Products. You acknowledge and agree that when you execute the Financing Agreement, the Lender is prepaying Samsara for the Products on your behalf and such prepayment is final and cannot be refunded by Samsara unless otherwise provided under this Agreement. You accept the risk that any Products are not provided or are not satisfactory; provided this sentence does not affect your rights against Samsara as limited by this Agreement, or Samsara's obligations to you under this Agreement. If you choose to discontinue use of the Products for any reason, you will continue to be liable for any outstanding payment obligations specified in the Financing Agreement. If you have any claim against or dispute with Samsara, you may not take

action by reason of such claims against Lender. If you are purchasing through a Lender, Samsara may terminate your access to the Products should you breach this Agreement or the terms of the Financing Agreement. Any Refunds issued by Samsara under this Agreement for Product purchases financed under a Financing Agreement shall be remitted to the Lender, and any impact such remittance may have on your remaining payment obligations to Lender is governed by the Financing Agreement. Subject to the other terms of this Section (Financed Purchases and Other Payment Arrangements), in the event Samsara consents, in its sole discretion, to granting Customer's request for payment under an Order Form to be made by a Customer Affiliate, Lender, or any other third party authorized by Customer to make purchases or payments on behalf of Customer ("Payment Arrangement"), Customer represents and warrants that (i) such Payment Arrangements are made for legitimate business purposes and are in compliance with all applicable laws, including but not limited to tax laws, and (ii) Customer remains directly liable for all obligations, including all payment obligations, under this Agreement and such Order Form.

22.13 Notices. Any notices provided under this Agreement must be made in writing. Notices to Samsara must be made via email to the email address below. Courtesy copies to either Party may optionally be provided to the office address set forth below via: (i) personal delivery, (ii) overnight courier delivery, or (iii) registered or certified mail, return receipt requested. If a different San Francisco, California, USA headquarters address for Samsara is provided on Samsara's website at <https://www.samsara.com/company/contact/> than the address set forth below, such different address should be used instead, with attention to the Legal Team.

Samsara Inc.

Email: legalnotices@samsara.com

Telephone: (415) 985-2400

Address: Attn: Legal Team, 1 De Haro Street, San Francisco, CA 94107

22.14 Remedies. Either party's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of both Parties. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise.

[END OF TERMS AND CONDITIONS, SIGNATURE PAGE
FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Master License and Services Agreement effective as of the Effective Date, which if not specified earlier in this Agreement shall be the later date set forth below.

SIGNATURES

City of Mobile:

Samsara Inc.

By: William S. Stimpson

By: Ming Tam

Name: William S. Stimpson

Name: Ming Tam

Title: Mayor

Title: Vice President, Legal

Date: 7/25/23

Date: June, 27, 2023

ATTEST: [Signature]
City Clerk

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on June, 27, 2023 in Belmont (city),
California (state) _____ (Zip Code) 94002

[Signature]
Signature of Authorized Officer or Agent

Ming Tam, Vice President, Legal

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

On This the _____ Day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

See Attached

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Mateo

Subscribed and sworn to (or affirmed) before me on this 27
day of June, 2023, by Ming Tam

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Ming Tam', written over a horizontal line.

EXHIBIT A

SAMSARA HARDWARE WARRANTY AND RMA POLICY

Samsara's Hardware Warranty and RMA Policy is set forth below and is subject to the Parties' Master License and Services Agreement ("Agreement"). All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

HARDWARE WARRANTY POLICY

If Customer is experiencing technical issues, please visit our Support Page at www.samsara.com/support, where you will find many resources to help troubleshoot issues, or contact our Customer Support team for technical assistance. Prior to submitting a Hardware Warranty claim pursuant to this Policy, you must first use all reasonable efforts to find a solution on our Support Page linked above and/or contact our Customer Support team and assist in Samsara's troubleshooting efforts.

Scope of the Samsara Hardware Warranty

Samsara stands behind its Hardware. Hardware that requires a valid license to function (i.e., Hardware Products associated with a license with a "LIC-" prefix in the applicable SKU) has a warranty that lasts for as long as Customer maintains a valid license for such Hardware.

All other Hardware (e.g., accessories and cables) comes with a one-year warranty as of the date of shipment. During the applicable warranty period, Hardware units exhibiting material defects will be replaced free of charge as described in this Hardware Warranty Returns section. Customers are responsible for replacing any batteries for Hardware and shall do so in accordance with any applicable Documentation.

Samsara warrants that, during the applicable warranty period, eligible Samsara Hardware will not malfunction due to a defect in Hardware materials or workmanship under Normal Use Conditions (as defined below), subject to the limitations and conditions set forth in the Terms and this Hardware Warranty Policy section of the Hardware Warranty and RMA Policy (the "Hardware Warranty"). "Normal Use Conditions" means ordinary use as intended under intended conditions in accordance with the Documentation.

Upon Samsara's approval of a warranty claim provided in accordance with this Hardware Warranty Policy section, Samsara will, at its sole discretion, do one of the following (1) repair the Hardware free of charge, (2) replace the Hardware (with the same Hardware or that of substantially similar functionality) free of charge, or (3) to the extent repairing or replacing the Hardware proves commercially unreasonable, terminate the Customer's Order Form(s) for the affected Products and provide a Refund for such Products. To the maximum extent permitted by applicable law, the foregoing constitutes the Customer's sole and exclusive remedy and Samsara's sole and exclusive obligation for any breach of this Hardware Warranty.

This Hardware Warranty only applies to the extent the Customer is up-to-date on its payment obligations. Furthermore, it does not apply (1) to non-Samsara branded products or services, even if sold with Samsara Products; (2) to consumable parts (including batteries), cosmetic damage, normal wear and tear, or aging; (3) if the defect is not reproducible; (4) to circumstances such as accidental or incidental damage, indirect damage, loss, theft, abuse, misuse, misapplication or unauthorized disassembly of or to the Hardware; (5) if the Hardware has been defaced (e.g., the serial number has been removed); (6) if the Hardware is installed, maintained, operated or used in a way that does not comply with the Agreement, Documentation, or other written instructions provided by Samsara; (7) if the defect or damage is caused by an improper voltage supply or the use of third party components, materials, accessories (including cables), products and/or software that are not expressly approved or supplied by Samsara; (8) if the defect or damage is caused by any attempt to service the Hardware other than by Samsara or its representatives; (9) if the defect or damage is caused by the Customer's or its representative's negligence, misuse, neglect, intentional acts or omissions, or breach of its obligations under the Agreement or this Hardware Warranty and RMA Policy; (10) if the Hardware, its functionalities or its capabilities have been altered, modified, repaired or tested by a party other than Samsara or its representatives, and/or without advance written permission of Samsara; and (11) if the Hardware is tampered with or otherwise damaged in a way or by events outside of Samsara's control, such as in the event of a car crash, fire, liquid contact, natural disaster or other external causes.

How to Submit a Warranty Claim

To request a return materials authorization ("RMA") under this Hardware Warranty Returns Policy, please contact Samsara Customer Support or submit an RMA request through the Hosted Software dashboard. When submitting an RMA request, you will need to provide the following information:

- Make and model
- Serial number
- Shipping address

If your RMA request is approved by Samsara, Samsara will provide you with an RMA number and a return shipping label for the defective Hardware units free of charge. We will ship all replacement Hardware once your RMA request has been approved and processed.

You must return the defective Hardware units to Samsara for receipt within thirty (30) days of Samsara issuing you the return shipping label. If Samsara does not receive the defective Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the defective device and/or charge you, and you agree to pay the fees and costs associated with the device replacement. In any event, to the extent Samsara sends you a replacement device, Samsara reserves the right to deactivate the defective device.

Upon return of any Hardware under a Hardware Warranty claim, Samsara may delete all data stored on the Hardware. Before submitting your Hardware Warranty claim and returning your Hardware to us, we therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return of Hardware under this Hardware Warranty Policy.

PRODUCT TRIAL HARDWARE RETURNS

In order to return Hardware units from a Product trial, please contact Customer's Samsara sales representative or email trials@samsara.com to request an RMA number prior to the end of your trial. If Customer's trial hardware was shipped to a country into which Samsara generally sells Products, Customer will also be able to print out a return shipping label and ship the Hardware units back to Samsara at no charge to Customer. If Customer does not proceed with purchasing the applicable Samsara Software Products following Customer's trial, Customer must return the trial Hardware units to Samsara for receipt within thirty (30) days of the end of Customer's trial. If Samsara does not receive the trial Hardware units within this thirty (30) day period, Samsara reserves the right to deactivate the trial Hardware and/or charge Customer, and Customer agrees to pay the fees and costs associated with the Hardware units. At the end of your trial, Samsara may delete all data stored on trial Hardware, unless you purchase the applicable Samsara Products immediately following your trial. We therefore recommend that you make a backup copy of the content stored on the device by using the tools available on your Samsara Hosted Software dashboard or otherwise prior to the end of your trial. Samsara disclaims all liability relating to Customer's loss of Customer Data or other data in connection with the return or deactivation of trial Hardware hereunder or the failure to purchase the applicable Samsara Products immediately following your trial.

PRODUCT REFUND REQUESTS

If Customer is dissatisfied with its Samsara purchase for any reason, Customer may return Customer's Product purchase made under an Order Form for a full refund as described in this Product Refund Requests section. This refund option does not apply to Hardware replacements or upgrades, additional purchases of the same Product as previously purchased, Product purchases made after a trial or pilot period, or Product license renewals for which the Product license is renewed or extended beyond the Initial Term (collectively, "Refund Exceptions"). All Product returns must meet the following criteria:

- Customer purchased the Product from Samsara or through an authorized Samsara reseller
- Customer is the original purchaser of the Product
- The Product purchase does not fall under any Refund Exceptions
- The Product is not a license renewal for which the Product license is renewed or extended beyond the Initial Term
- Customer submits its Product Refund Request in writing as described below within thirty (30) days of the date of shipment to you of the applicable original Hardware procured under an Order Form
- The Product is in new or like-new condition, as determined by Samsara in its sole discretion

To request a refund under this Product Refund Requests section, please contact Samsara Customer Support to request an RMA number or submit an RMA request through the Hosted Software dashboard. If Customer refund request is approved, Samsara will provide Customer with an RMA number and a return shipping label free of charge. In order for the refund to be accepted and processed, Samsara must receive the Hardware units Customer is returning no later than thirty (30) days following the date the RMA number is issued. Once Samsara has received and inspected the Hardware units, Samsara will process the return. If Customer purchased through an authorized Samsara reseller, Customer's refund will be issued by that reseller. If Customer purchased directly from Samsara, Samsara will issue a refund of any unused pre-paid fees (as applicable), typically within thirty (30) days of receiving the Hardware return. Please contact your distributor or reseller for all refund requests of Products purchased through distributors or resellers.

HARDWARE UPGRADE OPTION AS NECESSARY FOR RENEWAL LICENSE ENABLEMENT

Upon renewal of Customer's Samsara Software license at the end of its then-active license term for a renewal license term of at least three (3) years, if upgraded Hardware that is generally available to Samsara customers is required to enable material functionality included in Customer's renewal license, Customer shall have the one-time option to receive such upgraded Hardware from Samsara for no additional charge beyond the renewal license fees at the then-applicable pricing. To exercise this option, Customer must notify Samsara in writing prior to the License Expiration Date of Customer's intent to renew such license and exercise such option so that Samsara may determine Customer's eligibility for such Hardware upgrade subject to the aforementioned terms and conditions.

CABLE EXCHANGE POLICY

Customers may exchange Hardware cables ordered under an Order Form at no cost as described in this Cable Exchange Policy section, subject to the following conditions:

- Customer submits its Hardware cable exchange request in writing within thirty (30) days of purchase by contacting Samsara Customer Support or by submitting a cable exchange request through the Hosted Software dashboard, unless a longer period is set forth in Samsara's Customer Success policies
- Customer's cable exchange request must include the following information: 1) Product Code/ SKU Number for cables you are returning, as well as quantity, 2) Product Code/ SKU Number for cables being requested, and quantity, 3) Shipping Address for new cables, and 4) Email Address for Return Label
- Samsara must receive the Hardware cables to be exchanged within thirty (30) days of Customer's submission of its exchange request
- Customer must return the Hardware cables to be exchanged in new or like-new condition, as determined by Samsara in its sole discretion

If the above conditions are not met, Samsara reserves the right to charge Customer, and Customer agrees to pay the fees and costs associated with replacing Hardware cables.

EXHIBIT B

HOSTED SOFTWARE SERVICE LEVEL AGREEMENT

This Service Level Agreement (this “SLA”) is subject to the Parties’ Master License and Services Agreement (“Agreement”) and sets forth Samsara’s obligations and Customers’ rights with respect to the performance of Samsara’s Hosted Software.

1. Definitions. For purposes of this SLA, the following terms have the meaning ascribed to each term below:

“Downtime” means when the Customer is unable to log into the Hosted Software dashboard due to failure(s) in the Firmware or Hosted Software, as confirmed by both Customer and Samsara. Please note that individual Hardware device failures are not considered downtime but may be covered under Samsara’s Hardware Warranty Policy set forth in the Hardware Warranty Policy section of Exhibit A (Samsara Hardware Warranty and RMA Policy).

“Monthly Uptime Percentage” means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.

“Service Credit” means the number of days of license to the Samsara Software that Samsara will credit to Customer in the form of a monetary credit applied to Customer’s invoice after receipt of timely written notice of Samsara’s failure to meet the Service Level Warranty, as required by Section 3 herein (Customer Must Request Service Credit).

2. Service Level Warranty. During the applicable Order Form term, the Hosted Software will have a Monthly Uptime Percentage of at least 99.99% in any calendar month (the “Service Level Warranty”). If the Monthly Uptime Percentage does not meet the Service Level Warranty in any calendar month, and if Customer is in compliance with its obligations under the Agreement or this SLA, then Customer will be eligible to receive a Service Credit as follows:

Monthly Uptime Percentage	Number of Days of Service Credit
< 99.99% – ≥ 99.9%	3
< 99.9% – ≥ 99.0%	7
< 99.0% – ≥ 90.0%	15
< 90.0%	30

3. Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Samsara in writing within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.

4. Maximum Service Credit. The aggregate maximum amount of Service Credit to be issued by Samsara to Customer for all Downtime that occurs in a single calendar month will not exceed thirty (30) days.

5. Exclusions. The Service Level Warranty does not apply to any Products that expressly exclude this Service Level Warranty (as stated in the Documentation for such Products) or any Downtime caused in part or in full by any of the following: (i) strikes (other than strikes of a party's own employees), shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions (other than with respect to a party's own employees), earthquakes, material shortages, epidemic, disease, failure of utilities or communication or electronic systems, or any other causes that are beyond the reasonable control of a party so long as the parties use commercially reasonable efforts, including the implementation of business continuity measures, to mitigate the effects of such force majeure; (ii) Customer and/or third party equipment, systems, networks, or infrastructure (not within the primary control of Samsara); (iii) Customer's breach of the Agreement or this SLA or improper use of the Products; (iv) a third party cloud-hosting, cellular, or internet service provider; (v) improper installation of or damage to the Hardware or partial or full disconnection of such Hardware from the Equipment; or (vi) any cause that is not solely failure(s) in the Firmware or Hosted Software.

6. Exclusive Remedy. This SLA states Customer's sole and exclusive remedy for any failure by Samsara to meet the Service Level Warranty.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2023

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

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

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111 121911378--GAUW-22-23	CONTACT NAME: Myream Munoz	
	PHONE (A/C, No, Ext): 408 467 5651 FAX (A/C, No):	
INSURED Samsara Inc. 1 De Haro San Francisco, CA 94107	E-MAIL ADDRESS: myream.munoz@marsh.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Property Casualty Company Of America	
	INSURER B: The Charter Oak Fire Insurance Company	
	INSURER C: N/A	
	INSURER D: N/A	
	INSURER E: N/A	
INSURER F:		
NAIC #		

COVERAGES **CERTIFICATE NUMBER:** SEA-003922925-07 **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 ☐ PROJECT ☒ LOC OTHER:	X		H-630-7T125273-TIL-22	08/28/2022	08/28/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-7T132381-22-I3-G	08/28/2022	08/28/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B A	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	UB-7T345706-22-I3-G UB-7T133003-22-I3-G	08/28/2022 08/28/2022	08/28/2023 08/28/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is additional insured with respect to General Liability and Auto where required by written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government St.
Mobile, AL 36644

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Myream Munoz

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CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #5074

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: Western Administration Building (WAC) Re-roofing

CAPITAL PROJECT #: C0962 (20002000-48010)

CONTRACT AMOUNT: \$122,800.00 DATE OF
RECEIPT: 8/21/2024

ARCHITECTURAL ENGINEERING PROJECT #: BG-064B-21

PROJECT DESCRIPTION: Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.

VENDOR NAME: E. Cornell Malone Corporation

VENDOR NUMBER: 294429

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of
REAM)

Please Select by circling one (Type):

Architectural

Engineering

Testing

Professional Services

Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X N ____ ; 5% of the 1st 50%

X or

If different, indicate special

rate _____

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

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

Prepared by: Emma Dean – Office Assistant I Date: 08/19/2024



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Cassie Boatwright, Dir Of Real Estate & Asset Mgt

Sponsored by:

William Stimpson, Mayor

Gina Gregory, Councilmember

Purpose and Scope of Project:

Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.

Amount of Contract:

\$122,800.00

Funding Source

C0962 WESTERN ADMIN COMPLEX ROOF REPAIR (20002000- 48010)

ATTACHMENTS:

1. Agreement Contract pack for routing BG-064B-21

REVIEWERS:

Emma Dean

Cassie Boatwright

Brenda Rhodes

Chris Kern

James Barber



08.16.2024

Dear Council Members:

Attached to this memo is an agreement between the E CORNELL MALONE CORPORATION and the City of Mobile, for the project titled "Western Administrative Complex - Re-Roofing" in the amount of \$122,800.00.

We look forward to continued communication on this important project. Please call me at 251-208-7633 or email me at cindy.klotz@cityofmobile.org or Cassie Boatwright at 251-208-7627 or email at boatwright@cityofmobile.org with questions or concerns.

Respectfully,

Klotz, Cindy

A/E Department
251-208-7633

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

RESOLUTION

2024

Sponsored by:

Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: E. Cornell Malone Corporation

Project Name: Western Administration Building (WAC) Re-roofing

Project Number: BG-064B-21

Amount: \$122,800.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: **Western Administration Building (WAC) Re-roofing**

CAPITAL PROJECT #: **C0962 (20002000-48010)**

CONTRACT AMOUNT: **\$122,800.00** DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: **BG-064B-21**

PROJECT DESCRIPTION: **Partial Re-Roofing the main building including replacing missing soffits that fell out due to the bad roof.**

VENDOR NAME: **E. Cornell Malone Corporation**

VENDOR NUMBER: **294429**

DEPT #: **3032** DEPT NAME: **ARCHITECTURAL ENGINEERING**

CONTRACT ADMINISTRATOR: **CASSIE BOATWRIGHT** (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? **Y X** N ____ ; 5% of the 1st 50% **X** or
If different, indicate special rate _____

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

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

Prepared by: **Emma Dean** – Office Assistant I Date: **08/19/2024**

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
City of Mobile Business License Number: 100620
Secretary of State Registration Number: 000-934-498

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

Western Administrative Complex Building (WAC) Re-roofing
4851 Museum Drive
Mobile, AL 36608
BG-064B-21
Scope: For partial re-roofing and associated roofing repairs

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

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

The Architect Group, Inc.
710 Downtowner Boulevard
Mobile, Alabama 36609

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☒ [X] Not later than One Hundred Eighty (180) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

(Table deleted)

(Paragraph deleted)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: \$112,800.00
Contingency Allowance: \$10,000.00
Total Bid: \$122,800.00

Alternate: N/A

Total Contract Sum: \$122,800.00

§ 4.2 Alternates

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

Item	Price
N/A	N/A

(Table deleted)

(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Contingency Allowance: Ten Thousand and 00/100 (\$10,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.

B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.

C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or

(Table deleted)

undertaking work.

D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.

E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price #1 (WAC Building): One (1) linear foot of the following; remove damaged wood and metal fascia, provide and install new PT wood sub-fascia, provide and install new metal fascia to match existing.	LF	\$50.00
Unit Price #2 (WAC Building): One (1) linear foot of the following; damaged soffit to be removed by others, provide and install new fiber-cement soffit, paint.	LF	\$50.00
Unit Price #3 (WAC Building): Remove and replace one (1) linear foot of metal gutter to match existing.	LF	\$40.00
Unit Price #4 (General): install new Fall Arrest System and Steel Roof Hatch Safety Extension	SET	\$4,200.00

Init.

Handle per drawing Unit Price Detail 5/3-A106.

§ 4.5 Liquidated damages:

(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.
- .3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2

(Paragraphs deleted)

Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with

- a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
 - Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
 - Any additional close out requirements per the contract documents; and
 - Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p. 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that E. Cornell Malone Corporation has completed the contract for Western Administrative Complex Building (WAC) Re-roofing 4851 Museum Drive Mobile, AL 36608 BG-064B-21. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☒ [X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

Init.

ARTICLE 7 TERMINATION OR SUSPENSION

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

(Paragraphs deleted)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

Roman C. Malone, President
E. Cornell Malone Corporation
185 Davis Johnson Drive, Suite A
Richland, MS 39218
roman@ecmalone.com
602-352-5940

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:

The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

Init.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

- .1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, Including the U. S. Longshore and Harbor Workers Act and the Jones Act, if applicable.
- .2 Employee's Liability Insurance shall be provided for limits of liability not less than:
 - A. Bodily Injury by Accident \$1,000,000 each accident
 - B. Bodily Injury by Disease \$1,000,000 each employee
 - C. Bodily Injury by Disease \$1,000,000 each policy
- .3 Jones Act Coverage (if applicable) placed either in the Workers Compensation or through the Marine General Liability.
- .4 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:
 - A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
 - B. Property Damage \$1,000,000 each occurrence; or
 - C. Bodily Injury and Property Damage \$1,000,000 combined single limit
- .5 Such comprehensive policy shall include the following:
 - A. All liability of the Contractor, for the Contractor's Direct Operations.
 - B. Subcontractor's Operations.
 - C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
 - D. General Aggregate Limit of \$2,000,000 shall apply on a "Per Project" Basis.
 - E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
 - F. Broad Form Property Damage Coverage, including Completed Operations.
 - G. Personal Injury Liability, with employee's exclusions removed.
 - H. Explosion and Collapse Hazard:
Included or X Not Applicable.
 - I. Underground Hazard:
Included or X Not Applicable.
- .6 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor

shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- A. Bodily Injury \$1,000,000 each person
\$1,000,000 each occurrence
- B. Property damage \$1,000,000 each occurrence; or,
- C. Bodily Injury and Property damage \$1,000,000 combined single limit
- .7 Umbrella/Excess Liability: \$5,000,000 combined single limit each occurrence for bodily injury and/or property damage
- .8 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.
 - A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.
 - B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
 - C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of \$2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.
 - D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.
 - E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.
- .9 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.
- .10 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

- .11 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds \$50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:

Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key

Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds \$50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6

(Paragraphs deleted)

Indemnification:

Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum Five (5) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

- .2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

- .3 Drawings

Number	Title	Date
General		
G001	TITLE SHEET, DRAWING INDEX, VICINITY MAP	04/03/2024
G002	SYMBOLS, ABBREVIATIONS, GENERAL NOTES	04/03/2024
Life Safety		
LS103	CODE SUMMARY, BUILDING #3, WESTERN ADMIN. COMPLEX (WAC)	04/03/2024
Architectural		
3 - A100	BUILDING # 3 WAC, LOCATION MAP	04/03/2024

Init.

3 - A101	BUILDING # 3 WAC, ROOF PLAN	04/03/2024
3 - A102	BUILDING # 3 WAC, PHOTOS	04/03/2024
3 - A106	BUILDING #3 WAC, DETAILS	04/03/2024

.4 Specifications

Section	Title	Date
DIVISION 1	GENERAL REQUIREMENTS	
01 10 00	SUMMARY	04/03/2024
01 21 00	ALLOWANCES	04/03/2024
01 22 00	UNIT PRICES	04/03/2024
01 25 12	SUBSTITUTION REQUEST FORM	04/03/2024
01 25 13	SUBSTITUTION PROCEDURES	04/03/2024
01 26 00	CONTRACT MODIFICATION PROCEDURES	04/03/2024
01 30 00	SUBMITTAL PROCEDURES	04/03/2024
01 50 00	TEMPORARY FACILITIES AND CONTROLS	04/03/2024
01 60 00	PRODUCT REQUIREMENTS	04/03/2024
01 70 00	EXECUTION REQUIREMENTS	04/03/2024
01 71 00	CLOSE OUT PROCEDURES	04/03/2024
01 73 29	CUTTING AND PATCHING	04/03/2024
01 78 39	PROJECT RECORD DOCUMENTS	04/03/2024
DIVISION 2	SITE CONSTRUCTION	
02 41 19	SELECTIVE DEMOLITION	04/03/2024
DIVISION 3	CONCRETE – Not Used	
DIVISION 4	MASONRY – Not Used	
DIVISION 5	METALS – Not Used	
DIVISION 6	WOOD AND PLASTICS	04/03/2024
06 10 00	ROUGH CARPENTRY	
DIVISION 7	THERMAL AND MOISTURE PROTECTION	04/03/2024
07 55 20	SBS MODIFIED BITUMINOUS MEMBRANE ROOFING	04/03/2024
07 59 10	MEMBRANE RE-ROOFING PREPARATION	04/03/2024
07 62 00	SHEET METAL FLASHING AND TRIM	04/03/2024
07 92 00	JOINT SEALANTS	04/03/2024
DIVISION 8	DOORS AND WINDOWS – Not Used	
DIVISION 9	FINISHES	04/03/2024
09 91 20	PAINTING	
DIVISION 10	SPECIALTIES – Not Used	
DIVISION 11	EQUIPMENT – Not Used	
DIVISION 12	FURNISHINGS – Not Used	
DIVISION 13	SPECIAL CONSTRUCTION – Not Used	
DIVISION 14	CONVEYING SYSTEMS – Not Used	
DIVISION 22	PLUMBING - Not Used	

Init.

DIVISION 23 HEATING, VENTILATING, AND AIR
CONDITIONING (HVAC) – Not Used.

DIVISION 26 ELECTRICAL – Not Used

DIVISION 28 48 Not Used

.5 Addenda, if any:

Number
Addendum No. 1

Date
04/23/2024

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

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Table deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

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

BIDDING AND CONTRACT REQUIREMENTS

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

Init.

- § 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.
- § 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.
- § 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- § 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.
- § 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.
- § 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

Owner: City of Mobile

Legal Name of Party to Contract:

Contractor: E. Cornell Malone Corporation

OWNER (Signature)

CONTRACTOR (By Signature)

(Rows deleted)

William S. Stimpson, Mayor
(Printed name and title)

Roman C. Malone, President
(Printed name and title)

ATTEST:

City Clerk

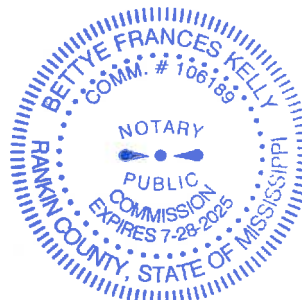
STATE OF Mississippi
COUNTY OF Rankin

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Roman C. Malone as President of E. Cornell Malone Corporation and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 14th day of August, 2024.

NOTARY PUBLIC

My Commission Expires: July 28 2025



Init.

PERFORMANCE BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the ____ day of _____, 2024 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

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

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

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024.

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

By: _____
(Signature)

Name and Title: Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: _____
(Signature)

Name and Title: Roman E. Galey, Attorney-in-Fact

Resident Agent: Samuel B. Kent
(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

Owner's Representative: Cassie Boatwright

REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

LABOR AND MATERIAL PAYMENT BOND

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

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, E. Cornell Malone Corporation 185 Davis Johnson Drive, Suite A Richland, MS 39218, as Principal, and Fidelity and Deposit Company of Maryland, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of One Hundred Twenty Two Thousand Eight Hundred and 00/100 (\$ 122,800.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2024 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete Western Administrative Complex Building (WAC) Re-roofing (BG-064B-21) 4851 Museum Drive Mobile, AL 36608, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED**, however, that this bond is subject to the following conditions and limitations.

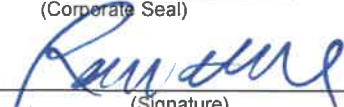
- (a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.
- (b) The Principal and Surety hereby designate and appoint Roman E. Gale **Attorney-In-Fact**, as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.
- (c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
- (d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.
- (e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2024

CONTRACTOR AS PRINCIPAL

Company: E. Cornell Malone Corporation
(Corporate Seal)

By: 

(Signature)

Name and Title:
Roman C. Malone, President

SURETY

Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: 

(Signature)

Name and Title: Roman E. Gale, Attorney-in-Fact

Resident Agent: 

(Signature)

Name and Title: Samuel B. Kent
Company Name: Fidelity and Deposit Company of Maryland
Address: One Perimeter Park South, Suite 100N
Birmingham, AL 35243
Phone and Fax: 205-790-7545
samuel.kent@zurichna.com

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

Labor and Material Payment Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, 20____.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reports@claims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXHIBIT 3



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on Form 2 are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About "DBEs": Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About "Good Faith" Effort: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archtrique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Section I. Information about your company

FORM 1: Background and Plan

Company	E. Cornell Malone Corporation
Address	7949 Bullitt Drive Mobile, AL 36619
Telephone	602-352-5940
E-Mail	roman@ecmalone.com

RFP/RFQ Solicitation Number	COM #BG-064B-21
Project Description	Western Administrative Complex Building (WAC) Re-Roofing
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 180 Female 30 Minority 105 Non-minority SDVO
	Total #of Employees 210

Subcontractor/Major Supplier Plan submitted by:

Printed Name: E. Cornell Malone Corporation

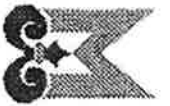
Signature: E. C. Malone Date: 05/01/24

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Shawn Littles Title: Project Manager

Email: shawn@ecmalone.com Phone: 251-300-0455



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: E. Cornell Malone Corporation

Contact Person: Shawn Littles

Phone 251-300-0455

Email shawn@ecmalone.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES ()	NO ()	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE
Subcontracting and Major Supplier Plan

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

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section 2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

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

DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.
Please indicate additional efforts you have taken to recruit and engage DBEs. N/A



E. Cornell Malone Corporation	
Entity ID Number	000-934-498
Entity Type	Foreign Corporation
Principal Address	185 Davis Johnson Dr Suite A Richland, MS 39218
Principal Mailing Address	1 Commerce Drive Suite 200 Hattiesburg, MS 39402
Status	Exists
Place of Formation	Mississippi
Formation Date	06/29/1983
Qualify Date	09/27/2006
Registered Agent Name	NEWTON, ERIK S
Registered Office Street Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Registered Office Mailing Address	2621 QUEENSTOWN ROAD BIRMINGHAM, AL 35210
Nature of Business	
Capital Authorized	
Capital Paid In	
Annual Reports	
Report Year	2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Transactions	
Transaction Date	09/12/2017
Agent Mailing Address Changed From	* Added
Transaction Date	09/12/2017
Registered Agent Changed From	STANLEY, GRIFF 1707 RIDGEDALE DR TUSCALOOSA, AL 35406
Transaction Date	05/09/2024
Principal Mailing Address Changed From	Not Provided
Transaction Date	05/09/2024
Principal Office Changed From	439 DORY ST JACKSON, MS 39201
Scanned Documents	
Purchase Document Copies	

E. Cornell Malone Corporation			
Document Date / Type / Pages	09/27/2006	Certificate of Formation	1 pg.
Document Date / Type / Pages	09/12/2017	Registered Agent Change	2 pgs.
Document Date / Type / Pages	05/09/2024	Articles of Amendment	3 pgs.

Browse Results

New Search



Company ID Number: 104997



Approved by:

E-Verify Employer Agent Employer E. CORNELL MALONE CORPORATION	
Name (Please Type or Print) LEIA STEWART	Title HR DIRECTOR
Signature Electronically Signed	Date 03/05/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/05/2008



Company ID Number: 104997

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	E. CORNELL MALONE CORPORATION
Company Facility Address	185 DAVIS JOHNSON DR SUITE A RICHLAND, MS 39218
Company Alternate Address	
County or Parish	RANKIN
Employer Identification Number	640677155
North American Industry Classification Systems Code	238
Parent Company	E. CORNELL MALONE CORPORATION
Number of Employees	100 to 499
Number of Sites Verified for	1 site(s)



Company ID Number: 104997



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MS 1



Company ID Number: 104997

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Tammve L Knight
Phone Number	601352594032
Fax	6013525944
Email	Tammve@ecmalone.com

Company ID Number: 104997

This list represents the first 20 Program Administrators listed for this company.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/14/2024

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

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

PRODUCER Cadence Insurance, A Gallagher Company 16 Thompson Park Hattiesburg MS 39401	CONTACT NAME: Daphne Coleman PHONE (A/C, No, Ext): 601-554-7321 E-MAIL ADDRESS: daphne.coleman@cadenceinsurance.com FAX (A/C, No): 877-288-0152
INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 185 Davis Johnson Drive, Suite A Richland MS 39218	INSURER(S) AFFORDING COVERAGE INSURER A : Gray Insurance Company INSURER B : Texas Insurance Company INSURER C : Admiral Insurance Company INSURER D : INSURER E : INSURER F : NAIC # 36307 16543 24856

COVERAGES**CERTIFICATE NUMBER:** 583474948**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 (see remarks) GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	XSGL100081	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Deductible \$ \$50,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS90	Y	Y	XSAL100088	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ \$50,000
B C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	JT124XCAN0325901 UX00000082801	5/1/2024 5/1/2024	5/1/2025 5/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A A A	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	Y N/A	GWC100150 GWC100417 XSWC100079	5/1/2024 5/1/2024 5/1/2024	5/1/2025 5/1/2025 5/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

THE FOLLOWING COVERAGES/PROVISIONS/ENDORSEMENTS ARE PROVIDED TO THE CERTIFICATE HOLDER, OWNER, AND ANY PERSON(S) OR ORGANIZATION(S) WHEN THE NAMED INSURED HAS AGREED TO DO SO IN A WRITTEN CONTRACT/AGREEMENT -

General Liability:

Blanket Additional Insured with coverage for ongoing and completed operations (Form GIC030265 04/20)

Blanket Primary and Noncontributory (Form CF2001 (12/19))

See Attached...

CERTIFICATE HOLDER**CANCELLATION**City of Mobile
P. O. Box 1827
Mobile AL 36633

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Cadence Insurance, A Gallagher Company		NAMED INSURED E. Cornell Malone Corporation Malone Roofing Services, LLC Malone Specialty Contractors, LLC 185 Davis Johnson Drive, Suite A Richland MS 39218	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Blanket Waiver of Subrogation (Form CG2404 12/19)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Liability assumed in an "Insured Contract" as defined by form CG0001 04/13.
 Pollution Seepage Buy Back - Sudden and Accidental (Form GIC0077 04/98)
 Designated Construction Projects - General Aggregate Limit (Form 2503 05/09)
 General Liability Deductible: \$50,000
 There are no exclusions on the General Liability Policy for Open Roof, Torch, or Multifamily Unit Coverage.
 General Liability for Leased Equipment:
 Blanket Additional Insured with coverage provided applying on a primary and non-contributory basis

Automobile Liability :
 Blanket Additional Insured (Form GIC0029 04/98)
 Blanket Primary and Noncontributory (CA0449 11/19)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Blanket Waiver of Subrogation (Form CA0444 10/13)
 Automobile Liability Deductible: \$50,000

Workers Compensation: 3.A - AL, FL, LA, MS, TN, TX, GA
 Blanket Waiver of Subrogation (Form WC000313 04/84).
 Blanket Alternate Employer (Form WC00301A 02/89)
 Blanket 30 days notice of cancellation (Form GIC0018 06/12)
 Workers Compensation deductible: \$50,000

Excess Liability:
 Coverage is excess follow form of scheduled underlying policies: General Liability, Automobile Liability and Employers Liability (workers compensation).

Project: BG-064B-21 - Western Administrative Complex Building (WAC) Re-roofing, 4851 Museum Dr. Mobile, AL 36608

Coverage Definition - CG0001 0413
 Automobile - Additional Insured and Waiver of Subrogation- Form - UCA424FCW
 Umbrella - Additional Insured and Waiver of Subrogation Form - UUMB103CCW
 Per attached Umbrella policy form UUMB103CCW, the Umbrella is excess over additional insured in underlying insurance; waiver of subrogation is granted. City of Mobile will be provided with a 30 Day Notice of Cancellation or Material Change with respects to General Liability, Workers Compensation, and Automobile where required by written contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person, organization or company when required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Person or Organization

Manual Premium

Any person, firm or organization when required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company Gray Insurance Company Countersigned by _____

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

- | 1. Alternate Employer | Address |
|--|----------------|
| If required by written contract, any Alternate Employer. | |
| 2. State of Special or Temporary Employment | |
| Any state listed in item 3.A. of the Information page | |
| 3. Contract or Project | |
| Any contract or project | |

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/1/2024
Insured

Policy No. GWC100150

Endorsement No.
Premium

Insurance Company
Gray Insurance Company

Countersigned by _____

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTOMOBILE COVERAGE

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

When required by written contract, any person, firm or organization.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations of "autos".



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution Comcast
2. Signed 7-10-24 Comcast City Form Agreement

REVIEWERS:

Lana Gauthier
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a non-reimbursable utility agreement between Comcast and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER 1201074
CITY NUMBER 2023-2045-01
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Comcast, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. 1201074 and consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of Butchers Ln to Beauregard St (SR-16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 10th day of July, 2024.

WITNESS:

COMCAST OF ALABAMA INC.

(Legal Name of Utility)

Donnie Little

BY:

John Dickerson

(Signature)

John Dickerson

(Type or Printed Name)

Construction Specialist

(Type or Printed Title)

3248 Springhill Ave Mobile AL 36607

(Address)

(Address)

RECOMMENDED FOR APPROVAL:

251-348-2234

(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution APCO non
2. Non APCO (D) CITY FORM 1 RELOCATION PRINT
3. Non APCO (D) City Form1 Agreement

REVIEWERS:

Lana Gauthier
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a non-reimbursable utility agreement between Alabama Power Company and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

1 inch = 65 feet

NOTE TO CREW:
* AT&T TO REMOVE STUB POLE
* REMOVE SOCO BIRTHMARK

CONTACT INFORMATION:
ENG: LUIS MCMURPHY
CELL# 334-403-0321
DESK# 251-694-2008

ENERGIZED LINE WORK
Sub ONE MILE D.S. 221402
OCB/OCR YC6494
Switch#
Fuse Size

JOB DESCRIPTION:
INSTALL AT&T OWNED PRIMARY POLE
W/ 10 P&N TANGENT. RETIRE 2 RUNS
OF 1/0WPAL SEC.

Voltage		Phone Co.	Cable Co.	Accessible	Tree Crew	Rock Hole	Permits				
Pri	Sec						R/W	CITY	COUNTY	STATE	OTHER
12.4	120/240V										

PG 1 OF 4

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1 inch = 59 feet

NOTE TO CREW:
* AT&T TO REMOVE ANY STUB POLE
* REMOVE SOCO BIRTHMARK

CONTACT INFORMATION:
ENG: LUIS MCMURPHY
CELL# 334-403-0321
DESK# 251-694-2008

ENERGIZED LINE WORK
Sub ONE MILE D.S. 221412
OCB/OCR C6023
Switch# Y4741
Fuse Size

JOB DESCRIPTION:
RETIRE 1Ø PRIMARY NEUTRAL
LINE & BORE UG PRIMARY
IN ORDER TO CLEAR CONFLICT
W/ 37' TRAFFIC SIGNAL POLE.

**R: 1Ø P&N DEAD END
PRI GUY W/ ANCHOR
112' 1/0CTPX SEC
I: 55/3 CCA FOREIGN POLE
ENH GRND
102' #2ACSR NEUTRAL
1Ø PRI RISER
290' 1/0AXNJ PRI
290' 2" DIRECTIONAL BORE
R/I: T-BKT, CO, LA
3Ø P&N TANG (BH & PTP)**
NOTE: LINE WILL BE PLACED UG
DUE TO 37' TRAFFIC SIGNAL POLE
AT THE SW INTERSECTION

**R: BKT, CO LA
(2) SEC DEAD END
I: 55/3 CCA FOREIGN POLE
ENH GROUND
SEC TANGENT
R/I: T-BKT, CO, LA
3Ø P&N TANG (BH & PTP)
(2) SEC DEAD END
T: 25KVA XFMR ONLY
LED (LSG5MH)
PRIVATE LED FIXTURE**

**R: 1Ø P&N TANG
(2) 3 RACK SPOOL
90' 1Ø #2ACSR
SECONDARY DEAD END
I: SECONDARY TANGENT**
NOTE TO CREW: RAISE TPX
& LIGHT FIXTURE

**R: 1Ø P&N TANG
(2) 3 RACK SPOOL
90' 1Ø #2ACSR
SECONDARY DEAD END
I: SECONDARY TANGENT**
NOTE TO CREW: RAISE TPX

**R: 1Ø P&N TANG
3 RACK SPOOL
90' 1Ø #2ACSR
R/I: SECONDARY DEAD END**
NOTE TO CREW: RAISE TPX
& LIGHT FIXTURE

Loc	Transformer Loading	kVA	Voltage	Phone Co.	Cable Co.	Accessible	Tree Crew	Rock Hole	Permits	R/W	CITY	COUNTY	STATE	OTHER
			Pri 12.4 KV Sec 120/240V											

PG 3 OF 4

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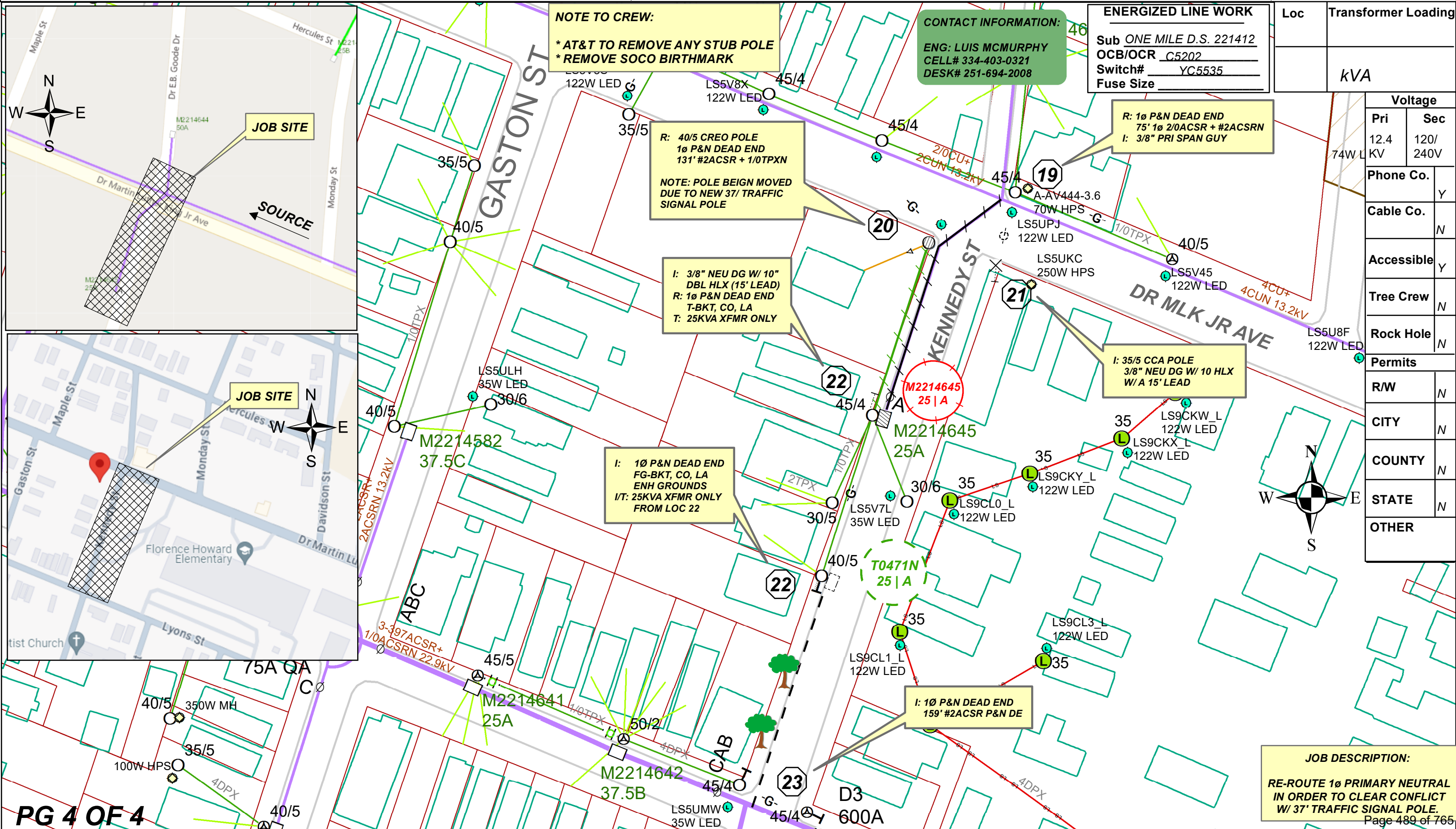
SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM:
1307307 11143590

Map Center LatLon:
30.697638 -88.060181

1 inch = 63 feet

Customer CITY OF MOBILE PROJECT NO. TIGER-FAUP-4917(250)	Location 1151 N DR MARTIN L KING JR AVE	Cmted. Svc Date	County MOBILE	Section 21	Township 03S	Range 01W	Add'l Info. RELOCATE 1ø P&N LINE TO CLEAR CONFLICT W/ 37' TRAFFIC SIGNAL POLE.	Estimate No. A6553-23-A624
Division MOBILE	District EMOB	Town MOBILE, AL	UserID LMCMURPH	Created: 8/20/2024	Substation ONE MILE DS #3 X- 221412 Y- YC5535			MISSALL#



**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER 1201074
CITY NUMBER 2023-2045-01
CITY Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Alabama Power, hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No. 1201074 and consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of Butchers Ln to Beauregard St (RSR_16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this _____ day of _____, 2024.

WITNESS:

Shane Perkins

BY:

Alabama Power Company

(Legal Name of Utility)

Joshua Phillips

(Signature)

JOSHUA PHILLIPS

(Type or Printed Name)

TRANSMISSION LINES SUPERVISOR

(Type or Printed Title)

600 NORTH 18TH STREET, 12S-0782

(Address)

BIRMINGHAM, AL. 35291

(Address)

RECOMMENDED FOR APPROVAL:

205-257-4830

(Telephone)

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

BY: _____
REGION ENGINEER

CITY OF MOBILE

BY: _____
MAYOR

APPROVED:

BY: _____
STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. City Form ATT
2. Resolution ATT

REVIEWERS:

Lana Gauthier
Chris Kern
James Barber

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	1201074
CITY NUMBER	2023-2045-01
CITY	Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile,
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
AT&T, hereinafter
referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. 1201074 and
consisting approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization,
and lighting/fencing on the bridge beginning on Dr. Martin Luther King Jr Ave from the Northwest of
Butchers Ln to Beauregard St (SR-16); and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where
they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the
construction of said project and has ordered the **UTILITY** to relocate same; and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own
expense;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
6. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
7. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
8. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
9. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
11. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this 20th day of August, 2024.

WITNESS:

B. SL

BY:

AT&T ALABAMA
(Legal Name of Utility)

Roy Michael Smith
(Signature)

Roger Michael Smith
(Type or Printed Name)

SENIOR SPECIALIST OSP DESIGN
(Type or Printed Title)

2155 OLD Shell Rd
(Address)

MOBILE, AL 36607
(Address)

RECOMMENDED FOR APPROVAL:

251-591-6630
(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF _____

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE:

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a non-reimbursable utility agreement between AT&T and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./ Broad Street project.

City Project Number: 2023-2045-01

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution APCO reimbursable
2. REimb APCO (D) City Form2 Agreement 1201074 SUBMITTAL
3. APCO (D) Unit Price List.xlsx
4. Invoice_WO_A655323A524

REVIEWERS:

Lana Gauthier
Laura Angle
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a reimbursable utility agreement between Alabama Power Company and the City of Mobile, for the TIGER/Dr. MLK Jr. Ave./Broad Street project.

City Project Number: 2023-2045-01

Funding Account: G-BROADPH4.ELECTRICAL(50175017.42140)

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

**REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

☒	Private Right-of-Way	PROJECT NUMBER	<u>1201074</u>
☒	Public Right-of-Way	CITY NUMBER	<u>2023-2045-01</u>
		CITY	<u>Mobile</u>

THIS AGREEMENT is entered into by and between the **CITY** of Mobile
acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and
Alabama Power, hereinafter referred to
as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile
CITY, Alabama, said project being designated as Project No. 1201074 and consisting
approximately of the following: Roadway rehabilitation, sidewalks, signage, striping, signalization, & lighting/
fencing on the bridge beginning on Dr. MLK Jr Ave from the Northwest of Butchers Ln to SR-16; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as
applicable, at places where they will interfere with the construction of said project unless said facilities are relocated;
and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is
necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate
same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if
available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the
CITY'S expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the
above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**,
so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans,
specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama
Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both
installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual
on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for
both installation and maintenance of such facilities. Such manual is of record within the Alabama
Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

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

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

- (a) ☐ by **UTILITY'S** own forces
- (b) ☐ by contract let by the **UTILITY**
- (c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
- (d) ☒ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is \$ 6,181.00 . The total estimated cost including betterment is \$ 00.0.
- c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street

Birmingham, Al. 35291

BIN# 12S-0782

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.
- b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

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

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

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

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

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

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (☒ 100%**CITY** funds; ☐ Federal participation) be used for the utility work in this agreement.

WITNESS:

ALABAMA POWER COMPANY

(Legal Name of Utility)

Shane Perkins

BY:

Joshua Phillips
(Signature)

JOSHUA PHILLIPS

(Type or Printed Name)

TRANSMISSION LINES SUPERVISOR

(Type or Printed Title)

600 NORTH 18TH STREET

(Address)

BIRMINGHAM, AL 35291

(Address)

RECOMMENDED FOR APPROVAL:

205-257-4830

(Telephone)

BY:

CITY ENGINEER/ENGINEER-OF-RECORD

BY:

REGION ENGINEER

CITY OF Mobile

BY:

MAYOR

APPROVED:

BY:

STATE LOCAL TRANSPORTATION ENGINEER

DATE: _____

Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD1	CONSTRUCTION	1	MAINTENANCE	0	\$0.00	\$0.00	0	\$0.00	0.11	\$16.90	\$6.51	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ST1	CONSTRUCTION	1	MAINTENANCE	0.06	\$5.64	\$3.55	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	LED_COBRA_BRKT_8FT_ORLESS	#N/A	1	NONE	0.84	\$129.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL405	POLES - WOOD	1	NONE	0	\$0.00	\$0.00	0	\$0.00	1.35	\$207.45	\$79.90	1	\$5.54
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	1	NO LABOR	0	\$0.00	\$0.00	0	\$0.00	0	\$0.00	\$0.00	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL405CCA	POLES - WOOD	1	NONE	3.41	\$524.03	\$201.83	1	\$284.05	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ST12/0	CONSTRUCTION	1	NO LABOR	0	\$0.00	\$0.00	1	\$2.67	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	GW3/8NEU	GUY5	2	NONE	0.31	\$47.63	\$18.35	1	\$72.41	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	LED_COBRA_BRKT_8FT_ORLESS	#N/A	2	NONE	0.84	\$129.00	\$0.00	1	\$0.00	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	PL454CCA	POLES - WOOD	2	NONE	3.99	\$613.16	\$236.16	1	\$377.68	3.17	\$487.15	\$187.63	1	\$22.09
3540824	CITY OF MOBILE TIGER-FAUP-917-250	S2C	CONDUCTOR - SECONDARY	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.48	\$73.77	\$28.41	102	\$12.24
3540824	CITY OF MOBILE TIGER-FAUP-917-250	ANCH105OCKROD3/4TWIN	GUY5	2	NONE	0.97	\$149.06	\$57.41	1	\$134.09	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD1	CONSTRUCTION	2	MAINTENANCE	0.14	\$13.15	\$8.29	2	\$0.00	0.11	\$16.90	\$6.51	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	2	NO LABOR	0	\$0.00	\$0.00	2	\$41.59	0	\$0.00	\$0.00	2	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	2	NONE	0	\$0.00	\$0.00	0	\$0.00	0.06	\$9.22	\$3.55	1	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SPANGUY5/16	GUY5	2	NONE	0	\$0.00	\$0.00	0	\$0.00	1.46	\$224.35	\$86.41	1	\$14.46
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12	CONSTRUCTION	3	NONE	0.07	\$10.76	\$4.14	1	\$21.91	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	S4DXC	CONDUCTOR - SECONDARY	3	NONE	1.09	\$167.51	\$64.52	84	\$57.45	0	\$0.00	\$0.00	0	\$0.00
3540824	CITY OF MOBILE TIGER-FAUP-917-250	SD12/0	CONSTRUCTION	4	NONE	0.07	\$10.76	\$4.14	1	\$20.79	0.06	\$9.22	\$3.55	1	\$0.00
							\$1,799.00	\$599.00		\$1,013.00		\$1,045.00	\$402.00		\$54.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		\$1,000.00	\$390.00	\$1,390.00	LABOR TO HYDROVAC POLES.
Equipment					
Total External Charges		\$1,000.00	\$390.00	\$1,390.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet	
Install/Trans Labor	\$1,799.00
Install/Trans Equip	\$599.00
Removal Labor	\$1,045.00
Removal Equipment	\$402.00
Contractor Labor	\$1,390.00
Labor and Equipment Cost Total	\$5,235.00

Material Cost from Spreadsheet	
Material Cost	\$1,013.00

Salvage From Spreadsheet	
Salvage Credit	\$54.00

From Spread Sheet	
Total Labor and Equipment	\$5,235.00
Total Material	\$1,013.00
E&S +Miscellaneous	-\$13.00
Total Savlage Credit	\$54.00
Total Billing	\$6,181.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total			
Company Labor	\$ 931.00	\$ -		\$ 39	\$ 618	\$ 1,588			
Contract Labor	\$ 1,000.00			\$ 258		\$ 1,258			
Company Material	\$ 729.00					\$ 729			
Contractor Material						\$ -			
Company Equipment	\$ 587.00	\$ -		\$ 25	\$ 389	\$ 1,001			
Contractor Equipment						\$ -			
E & S Supv (Material)	\$ 284.00					\$ 284			
E & S Supv (Labor & Eq)	\$ 982.00	\$ -			\$ 393	\$ 1,375			
Subtotal	\$ 4,513.00	\$ -	\$ -	\$ 322	\$ 1,400	\$ 6,235	Labor & Equipment Cost From JETS Face Sheet		
Blanket							Labor Total	\$2,846.00	
Other Billing							Equipment Total	\$1,001.00	
Salvage	\$ 54.00	\$ -				\$ 54	E&S Labor & Equip	\$1,375.00	
Total	\$ 4,459.00	\$ -	\$ -	\$ 322	\$ 1,400	\$ 6,181	Blanket Cost		
							Total Labor & Equip	\$5,222.00	

Material Cost	\$729.00
E&S Material	\$284.00
Total Material	\$1,013.00

Salvage from JETS	
Salvage Credit	\$54.00

From JETS	
Total Labor and Equipment	\$5,222.00
Total Material	\$1,013.00
Total Savlage Credit	\$54.00
Total Billing	\$6,181.00

ESTIMATE SUMMARY		UTILITY COST BREAKDOWN				
Item(s)			Removal	Install	Total	
Engineering, Supervision, & Overheads	\$1,659.00	Engineering/Coordination	\$393.00	\$1,266.00	\$1,659.00	
RW (Acquisition Only)		Labor	\$915.00	\$1,931.00	\$2,846.00	
Construction Labor	\$2,846.00	Transportation/Misc	\$414.00	\$587.00	\$1,001.00	
Materials & Handling Charges	\$729.00	Material	\$0.00	\$729.00	\$729.00	
Transportation & Equipment	\$1,001.00	Blanket Cost	\$0.00	\$0.00		
Blanket Cost		Salvage Credit	\$0.00	\$54.00	\$54.00	
Miscellaneous Expense						
GROSS RELOCATION COSTS	\$6,235.00	TOTAL			\$6,181.00	
*Salvage Credit	\$54.00					
*Betterment		Engr, Supv, OH =	Plant Labor	Plant Material	Plant Equipment	TOTAL
*Joint Use Bell Billing Credit			\$1,931	\$729	\$587	\$3,247
TOTAL CREDITS	\$54.00	Engr, Supv, OH =	\$1,753			
TOTAL REIMBURSABLE COSTS	\$6,181.00					
Rounding may result in +/- \$1						

ALABAMA POWER COMPANY
INVOICE

Date : 21-Aug-2024 02:51 PM

BILLING TYPE: FIXED BUSINESS CODE :

APPLICANT : CITY OF MOBILE TIGER-FAUP-917-250

DATE :

BILL TO : CITY OF MOBILE TIGER-FAUP-917-250

ADDRESS : DR MLK JR AVENUE

CITY : MOBILE AL, 3660 STATE : AL ZIP :

REF. NUMBER : 3540824

WORK ORDER # : A655323A524

CSS Account # : _____

JOB DESCRIPTION : RELOCATE POLES THAT ARE IN CONFLICT WITH NEW SIDE WALK. THIS JOB WILL PLACE POLES 1' INSIDE CITY ROW AND CLEAR SIDEWALK CONFLICTS.

TOTAL PRICE : \$6,181.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to : ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Spire Agreement signed non-imbursable
2. Resolution Spire

REVIEWERS:

Lana Gauthier
Chris Kern
James Barber

**NON-REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES ON PUBLIC RIGHT-OF-WAY**

PROJECT NUMBER	STPMB-4924
CITY NUMBER	2018-3005-19
CITY	Mobile, AL

THIS AGREEMENT is entered into by and between the **CITY** of Mobile, acting by and through its **CITY COUNCIL**, hereinafter referred to as the **CITY**, and Spire Gulf, hereinafter referred to as the **UTILITY**.

WITNESSETH

WHEREAS, the **CITY** proposes a project of certain highway improvements in Mobile **CITY**, Alabama, said project being designated as Project No STPMB-4924 and consisting approximately of the following. St. Louis St improvement from Broad St to Water St

_____, and

WHEREAS, the **UTILITY** is the owner of certain facilities located on public right-of-way at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities referred to is necessitated by the construction of said project and has ordered the **UTILITY** to relocate same, and

WHEREAS, under the laws of Alabama, the **UTILITY** is required to relocate said facilities at its own expense,

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans are transmitted herewith and made a part hereof by reference. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans at the completion of the relocation.
2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.
3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

- 4 Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.
5. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.
- 6 By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.
- 7 Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State law in effect at the time such relocation is made.
- 8 The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.
- 9 The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.
10. The **CITY** will furnish the **STATE**, in writing, six (6) weeks prior to the State's project letting date, a "Utility Certification" letter with a time frame for beginning and ending the required relocation work.
- 11 Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized on this June day of 14, 2024.

WITNESS

Robert B Fuller

BY

Joshua Lessley
(Signature)

Spire Gulf

(Legal Name of Utility)

Joshua Lessley

(Type or Printed Name)

Construction Engineer I

(Type or Printed Title)

2828 Dauphin St

(Address)

Mobile, AL 36606

(Address)

251-450-4635

(Telephone)

RECOMMENDED FOR APPROVAL

BY

CITY ENGINEER/ENGINEER-OF-RECORD

BY

REGION ENGINEER

CITY OF

BY

MAYOR

APPROVED

BY

STATE LOCAL TRANSPORTATION ENGINEER

DATE

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts a non-reimbursable utility agreement between Spire Gulf and the City of Mobile, for the Innovating St. Louis Street project.

City Project Number: 2018-3005-19

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

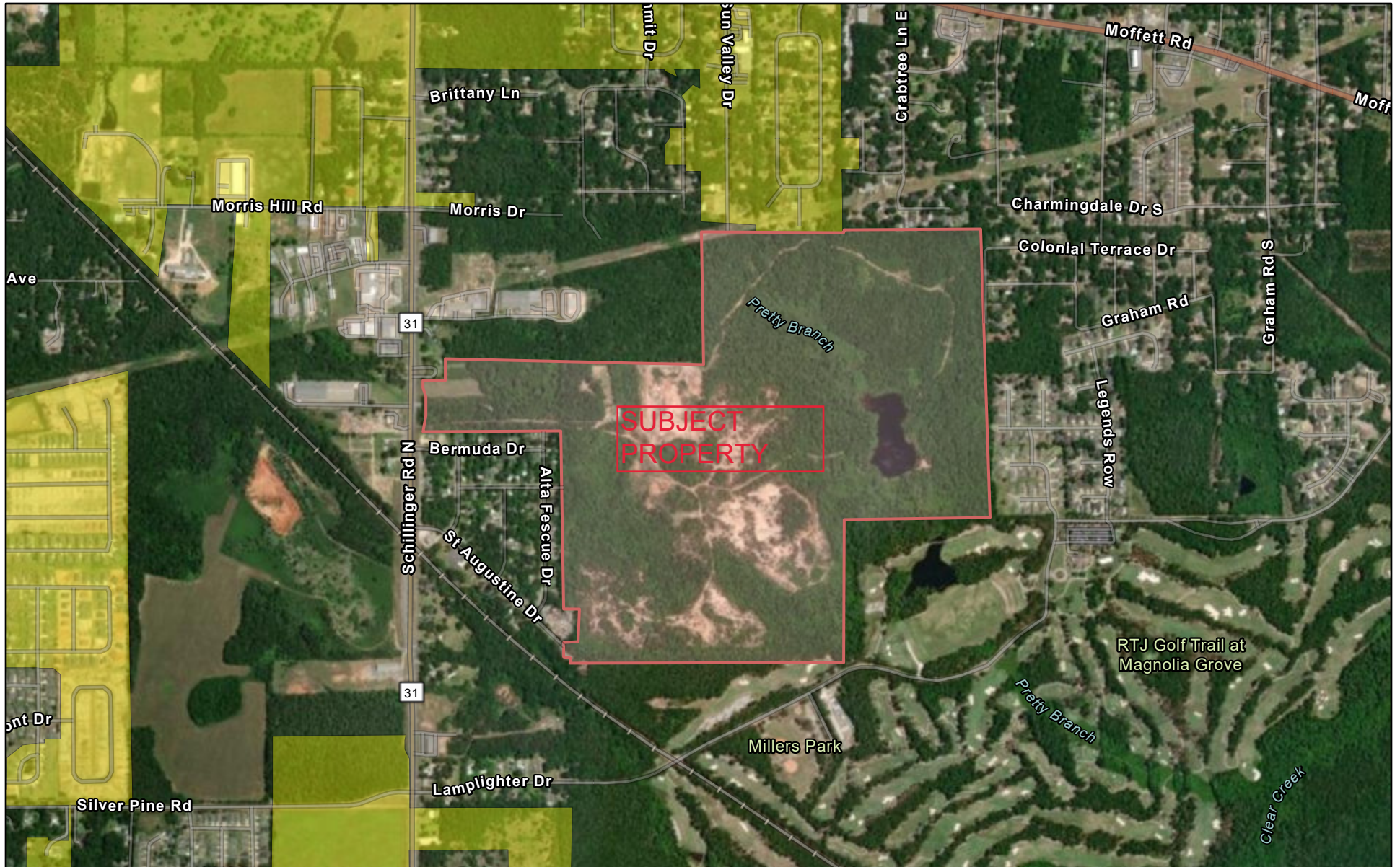
1. CITY LIMITS TO PROPERTY - Graham
2. Graham Farms Annexation (002)
3. Mobile City Council Resolution Assenting to Semmes Annexation - Schillinger Road (002)

REVIEWERS:

Lana Gauthier

Lana Gauthier

City of Semmes



12/5/2023, 10:18:52 AM

 City Limits

1:18,056

Esri Community Maps Contributors, City of Mobile GIS Department,
CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/

Semmes GIS Department



Petition for Annexation

3940 Illinois Street Semmes, AL 36575

Ph. (251) 649-5752 • planning@cityofsemmesal.gov

APPLICANT(S) NAME Regina G. Norris

ADDRESS 2520 Schillinger Road N Semmes AL 36575

TELEPHONE 251-751-5758 EMAIL reginanorris09@comcast.net

OWNERSHIP

CONFIGURATION:

☐ single parcel/single ownership	☐ multiple parcels/single ownership
☐ single parcel/multiple ownership	☒ multiple parcels/multiple ownership
☐ single parcel/corporate ownership	☐ multiple parcels/corporate ownership

Mobile County Revenue Commission Parcel(s) Number(s) and Key Number(s) See attached list

GENERAL DESCRIPTION OF PROPERTY (Include Acreage, Subdivision Name, Lot Number, etc.)

Located in Section 31, Township 3 South, Range 2 West, Mobile County, Alabama containing 305.84 acres, more or less.

Applicant must attach a copy of the deed(s) covering the entire subject property. Please supply all metes and bounds descriptions in a compatible electronic format (Microsoft Word) with a copy of the deed.

THE FOLLOWING INFORMATION IS REQUIRED BY THE U.S. JUSTICE DEPT. AND BUREAU OF THE CENSUS.

Answers to the following questions should reflect the conditions existing on the subject property at the time of annexation.

1. Is this property your principal residence? YES ☒ NO ☐
2. Applicants Marital Status: Married ☐ Separated ☐ Divorced ☐ Widowed ☒ Single ☐
3. A. Total number of buildings on subject property: 4 Number of houses 2
B. Number of persons living on subject property: 1
C. Of all persons residing on the property, how many are of voting age (18 years or older)? 1
D. Of all persons residing on the property, how many are: White Black ☐ Hispanic ☐
Asian or Pacific Islander ☐ American Indian/Eskimo/Aleut ☐ Other ☐
E. Number of children in household: 0 Ages: N/A
F. Requested zoning of property if other than R-1 Low-Density Single-Family Dwellings: PUD

I, the applicant(s), certify that all the above facts are true and correct to the best of my knowledge on this the 20th day of June, 2024.

Signature: Regina G. Norris

Signature: _____

PETITION FOR ANNEXATION

To The City of Semmes, Alabama:

We, the undersigned, constituting all of the owners of all of the hereinafter described real property do hereby execute and file with the City of Semmes this written petition requesting that our property as described be annexed to the City of Semmes, Alabama, under the authority of § 11-42-20 through § 11-42-24, Code of Ala. 1975.

We further certify that said property is contiguous to the city limits of the City of Semmes, Alabama, and that none of the property lies within the corporate limits of another municipality. We further certify that all of the property included in the preceding description which lies within the police jurisdiction of both the annexing municipality and another municipality is located closer to the annexing municipality than to the other municipality as required by § 11-42-21, Code of Ala. 1975. A map and legal description of said property is hereto attached.

Initials: RYH

We, the undersigned, fully understand that the City will provide police and fire protection and, if available, the City may provide Right of Way maintenance under our current adopted procedures. **The City makes no commitment to extend water and sewer lines to property that is annexed into the City, or to upgrade drainage or roads by virtue of an annexation. Further the City is prohibited from improving private property.**

Initials: RYH

Furthermore, we certify that we understand fully that, following annexation, **the subject property shall be subject to all laws and codes administered by the City of Semmes**, including, but not limited to, the zoning code, the subdivision regulations, and the municipal code of the City of Semmes.

Initials: RYH

We do hereby request that the City give notice, hold such hearing, and adopt such ordinance and do all such things or acts as is required by law so that the corporate limits of the City of Semmes, Alabama shall be rearranged so as to include such territory.

IN WITNESS WHEREOF, we have hereunto subscribed our names this the 20th day of June 2024

Signature Regina G. Norris

Signature _____

STATE OF ALABAMA
COUNTY OF MOBILE

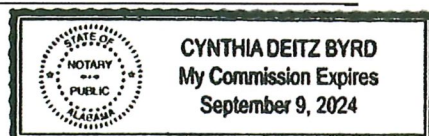
I, the undersigned, a Notary Public in and for said County in said State hereby certify that _____

Regina G. Norris,
whose name(s) is signed to the foregoing instrument and who is known to me on this day that, being informed of the contents of said instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this 20th day of JUNE, 2024.

Notary Public Cynthia Deitz Byrd
My Commission Expires _____

(seal)



The City of Semmes
ANNEXATION CHECKLIST

The following is supplemental information that shall accompany the plan(s) at the time of submittal:

A transmittal letter outlining documentation to be reviewed, as follows:

- X 1. Application (Petition)
- X 2. Recorded warranty deed of the subject property (proof of ownership of the property)
- X 3. Letter of authorization (authorization of the agent/representative to act on the owner's behalf), if applicable
- X 4. Legal description of the area to be annexed (usually on warranty deed)
- X 5. Map of property showing relationship to corporate limits (from City of Semmes GIS)
- X 6. One (1) 24" x 36" copy and One (1) 11" x 17" copy of site plan or subdivision plat, if applicable
- X 7. Adjacent property owners list (names and addresses)

Submitted by: Regina D Harris
Applicant or Authorized Agent

Received by: _____
Zoning Official

Submittal Date: _____ / _____ / _____

(Application and other documentation must reflect the information of the owner of the property).



Agent Authorization Form

I/We authorize and permit Engineering Design Group LLC

to act as My/Our representative and agent regarding this application which relates to the property described as tax parcel ID#

23-09-31-2-000-004.000 Key # 345479
23-09-31-2-000-071.001 Key # 2913663
23-09-31-2-000-004.02 Key # 1696640
23-09-31-2-000-004.01 Key # 1696631
23-09-31-2-000-071.002 Key # 2913672
23-09-31-2-000-071.000 Key # 1001880
23-09-31-3-000-001.000 Key # 346156
23-09-31-4-000-002.000 Key # 346860
23-09-31-1-000-002.000 Key # 345433
23-09-31-1-000-001.000 Key # 345424

I/We understand that the agent representation may include but not be limited to decisions relating to the submittal, status, conditions, or withdrawal of this application. I hereby certify that the information stated on and submitted with this application is true and correct.

PROPERTY OWNER 1:

Regina Graham Norris

Name printed

2520 Schillinger Road North

Address

Semmes, AL 36575

City/State

251-751-5758

Phone

reginanorris09@comcast.net

Email

Fax

Signature

Regina Graham Norris

Date

June 20, 2024

PROPERTY OWNER 2:

Deborah Susan Graham Anthony

Name printed

1212 Government Street

Address

Mobile, AL 36604

City/State

251-709-8611

deborahganthony@gmail.com

Phone

Email

Fax

Deborah Susan Graham Anthony

dotloop verified
06/19/24 8:51 PM CDT
BYBH-KJPV-VDSX-MHIF

Signature

Date

PROPERTY OWNER 3:

Kim Smith

Name printed

3174 Dog River Road

Address

Theodore, AL, 36582

City/State

251-391-3354

kimbosmith@bellsouth.net

Phone

Email

Fax

Kim Smith

dotloop verified
06/19/24 6:19 PM CDT
ZPAJ-SDRK-NQPC-RYIN

Signature

Date

PROPERTY OWNER 4:

Charles Wesley Byrd

Name printed

C2 Jamestown House

Address

Meadville, PA 16335

City/State

251-604-1848

grayzone64@gmail.com

Phone

Email

Fax

Charles Wesley Byrd

dotloop verified
06/20/24 11:27 AM EDT
WKJI-TEW8-JTOF-CWO1

Signature

Date

PROPERTY OWNER 5:

Name printed

Address

City/State

Phone

Email

Fax

Signature

Date

Mobile County Revenue Commission Parcel Numbers and Key Numbers

Parcel number	Key number
2309311000001XXX	345424
2309311000002XXX	345433
2309312000004XXX	345479
2309313000001XXX	346156
2309314000002XXX	346860
230931200000401X	1696631
230931200000402X	1696640
2309312000071001	2913663
2309312000071002	2913672

2309312000071XXX 1001880

OWNER ADDRESSES FOR LABELS

Key # 345479 & 2913663
Regina G Norris & David Graham
2520 Schillinger Rd N
Semmes, AL 36575

Key # 1696640
Robert David Graham
4131 Hunters Horn Ct
Eight Mile, AL 36613

Key # 1696631
Deborah Susan Graham
1212 Government St
Mobile, AL 36604

Key # 2913672
Regina C Graham Norris
2520 Schillinger Rd N
Semmes, AL 36575

Key # 345433, 346138, 346156, & 346860
Robert David Graham, Regina G. Norris & Deborah G. Anthony
2520 Schillinger Rd N
Semmes, AL 36575

Key # 345424
Charles Wesley Byrd
C2 Jamestown House
Meadville, PA 16335

LETTER OF AUTHORIZATION

To whom it may concern,

We the undersigned represent all the property owners at 2520 Schillinger Road N. Semmes, AL 36575 (approximately 305.84 acres). We authorize Regina G. Norris to act of our behalf to represent the property for Annexation Petition and Master Plan Development Application.

PROPERTY OWNER 1:

Regina Graham Norris

Name printed

Regina Graham Norris

Signature

Date

PROPERTY OWNER 2:

Deborah Susan Graham Anthony

Name printed

Signature

Deborah Susan Graham Anthony

dotloop verified
05/19/24 8:51 PM CDT
JHSA-0HYH-117A-VW7H

Date

PROPERTY OWNER 3:

Kim Smith

Name printed

Kim Smith

dotloop verified
05/19/24 6:19 PM CDT
KSP-30LS-0WLD-V16Z

Signature

Date

PROPERTY OWNER 4:

Charles Wesley Byrd

Name printed

Charles Wesley Byrd

dotloop verified
06/20/24 11:27 AM EDT
ZWGH-QTHM-ZMNI-ANRP

Signature

Date

PROPERTY OWNER 5:

Name printed

Signature

Date

A RESOLUTION PURSUANT TO CODE OF ALABAMA (1975) SECTION 11-42-21(c) ASSENTING TO THE ANNEXATION BY THE CITY OF SEMMES OF TERRITORY LOCATED WITHIN THE OVERLAPPING POLICE JURISDICTIONS OF THE CITY OF MOBILE AND THE CITY OF SEMMES

WHEREAS, the City Council of the City of Mobile, Alabama, has been notified that Engineering Design Group, LLC, being the representative of the owners of all of the land within the territory herein described (hereinafter referred to as the "Property"), has filed a certain written petition signed by such owner with the City Clerk of the City of Semmes requesting that the Property be annexed into the City of Semmes; and,

WHEREAS, the Property, described in Exhibit A attached to this Resolution and incorporated herein by reference, is contiguous to the City of Semmes and is located within the overlapping police jurisdictions of the City of Semmes and the City of Mobile; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Semmes has requested that the City of Mobile adopt a resolution assenting to the annexation of the Property into the City of Semmes, notwithstanding that the Property is located within such overlapping police jurisdictions of the City of Mobile and the City of Semmes; and

WHEREAS, pursuant to Section 11-42-21(c), Code of Alabama (1975), the City of Mobile assents to the annexation of the Property into the City of Semmes, notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mobile as follows:

Section 1. The City of Mobile, pursuant to the provisions of Section 11-42-21(c) of the Code of Alabama (1975), hereby assents to the annexation of the Property into the City of Semmes, Alabama, pursuant to Sections 11-42-20

through 11-42-24, Code of Alabama (1975), as amended, notwithstanding that the Property is located within the overlapping police jurisdictions of the City of Mobile and the City of Semmes.

Section 2. The City Clerk shall deliver a certified copy of this Resolution to the City Clerk of the City of Semmes.

Adopted:

City Clerk

EXHIBIT A

Parcel number	Key Number
2309311000001XXX	345424
2309311000002XXX	345433
2309312000004XXX	345479
2309313000001XXX	346156
2309314000002XXX	346860
230931200000401X	1696631
230931200000402X	1696640
2309312000071XXX	1001880
2309312000071001	2913663
2309312000071002	2913672



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Bid award to Bliss Products and Services, Inc. for delivered engineered wood fiber for playground surfaces for 6 mos, renewable for five additional six month periods.

Amount of Contract:

N/A, as needed at Item-based unit pricing

Funding Source

General fund.

ATTACHMENTS:

1. 20240816 Mulch Agenda Package Bids

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Item-Award Bid for Approval for Engineered Wood Fiber Playground Surfacing

PURPOSE & SCOPE OF PROJECT:

To approve proposed Bid award to Bliss Products and Services, Inc. for delivered engineered wood fiber for playground surfaces for 6 mos, renewable for five additional six month periods.
General Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: N/A, as needed at Item-based unit pricing

FUNDING SOURCE:

Budget Item: _____

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: Upon approval

Renewal date of contract (if applicable): N/A

If not bid, state reason: Sealed Bid 5896

How many bidders received bid packages (if applicable): 20 + web

How many bidders submitted bids (if applicable): 1

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

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5896</u>	Delivered Engineered Wood Fiber for Playground Surfacing	1	\$30.40/cu yd	For six months, then renewable for up to five additional six- month periods.	<u>(296205) Bliss Products and Services, Inc.</u>

Adopted:

City Clerk

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: en Buyer: 007

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
08/01/2024	5896	VARIOUS	TO BE SPECIFIED

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

12:01 PM, WEDNESDAY, AUGUST 14, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	SURFACING ENGINEERED WOOD The City of Mobile is requesting bids for Surfacing Engineered Wood as per the following specifications. Material must meet or exceed the following: - ASTM F1292 Standard Specification for Impact Attenuation of Surfacing Material within the Use Zone of Playground Equipment. - ASTM F2075 Standard Specification for Engineered Wood Fiber for Use as a Playground Safety Surface Under and Around Playground Equipment. - ASTM F1951, Standard Specification for Determination of Accessibility of Surface Systems Under and Around Playground Equipment. Written laboratory testing results certifying that the material meets the specifications are required and <u>MUST BE PROVIDED WITH THIS BID.</u> Please state cubic yard price \$ _____ CU. YD. Please state your minimum and maximum cubic yard amount per site delivery Minimum Cubic Yards _____ Maximum Cubic Yards _____ The City of Mobile has approximately 8 delivery sites. Vendor will be responsible to unload material at specified sites. Sample: The City reserves the right to request a sample of product bid prior to award. If requested by the City of Mobile Purchasing Department, the sample shall be delivered within 7 working days of request. Delivery location to be determined at time of request. Page 1 of 3					
			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 3 The City of Mobile purchased approximately 2070 cubic yards of the requested wood fiber in the last twelve (12) months. Future quantities purchased will be based on an as needed basis by city departments. A City of Mobile business license may be required (See item #14 on reverse of page 1) Pricing shall be firm for a period of six (6) months from the date of award. At the option of both the City of Mobile and successful bidder, the award of the bid may be extended for up to 5 additional 6-month periods. Quote your pricing delivered FOB Mobile. Include all costs in your pricing. The City will not add freight, fuel surcharges, unloading fees, etc., after the fact. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).					
			TOTAL			

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

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

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 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. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. TO BE AWARDED ALL OR NONE. PLEASE SIGN AND RETURN THESE ORIGINAL BID SHEETS.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to University of South Alabama for the EMT course for MFRD Recruit Class 24-03.

Amount of Contract:

\$34,000.00

Funding Source

EMS Expense

ATTACHMENTS:

1. 20240819 USA Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to University of South Alabama

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to University of South Alabama for the EMT course for MFRD
Recruit Class 24-03.
EMS expense

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$34,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as intergovernmental (AGO 2008-093); professional service

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

How many bidders submitted bids (if applicable): na

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

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>11849</u>	2024	(1510) FIRE ADMINISTRATION	EMT COURSE FOR MFRD RECRUIT CLASS 24-03 (BID EXEMPT AS INTERGOVERNMENTAL, PROFESSIONAL SERVICE)	\$34,000.00	(281269) <u>UNIVERSITY OF SOUTH ALABAMA</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 1

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

AS PER YOUR QUOTE
 Vendor Sourcing Notes

Send to: Dean's Office, College of Allied Health Professions, attn:
 Melody Baker Gray, 251-445-9252

001 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 WRIEDEN, COLTON R S, EID 21197
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.	2000.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

002 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024

LIVINGSTON, De'LYNN P, EID 21186

Vendor Item

Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.	2000.00
--	---------

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

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

003 TRAINING CLASS	1.00	2000.00000	2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 3

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty EACH	Unit Price	Net Price
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 JONES, DEVEN L, EID 21185 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

004	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 O'BRIEN, EVAN P, EID 21190			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 4
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account Vendor Item Inventory Item/Loc 12252	Qty	Unit Price	Net Price
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
005	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 HIGHSMITH, GEORGE C., EID 21184 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 5
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 EUBANKS, HUNTER B., EID 21182 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 6
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
007	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 NORWOOD, JEREMY, EID 21189 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 7
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
008	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 RODRIGUEZ, JOSEPH R., EID 21195 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 8

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

009 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 ALBERT, KENGEYE, EID 21177
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 9

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

010 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 MILLER, KEVIN M., EID 21187
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 10
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
011	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 YOUNG, NATHAN H., EID 21198 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 11
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
012	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 COLEMAN, OAKLEY V., EID 21181 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

013 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
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Additional Description Notes

 RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per
 your quote dated 07/08/2024
 PETTWAY, RICHARD R., EID 21192
 Vendor Item
 Inventory Item/Loc 12252

1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
014 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 WASHINGTON, TAYLOR S., EID 21196 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 14
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
015	TRAINING CLASS	1.00 EACH	2000.00000	2000.00
	Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 ROBINSON, TEDRICK I Q., EID 21194 Vendor Item Inventory Item/Loc 12252			
1	6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Page 15

Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
016 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 PATTERSON, THOMAS A., EID 21191 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400
 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
017 TRAINING CLASS	1.00 EACH	2000.00000	2000.00
Additional Description Notes ----- RECRUIT CLASS 24-03 attended EMT Class at USA For a total of 10 weeks per your quote dated 07/08/2024 MOTT, ZACHARY P., EID 21188 Vendor Item Inventory Item/Loc 12252			
1 6120.70.15.0000.0000.1510.0000.0000.42140.			2000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved	Page 17
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Vendor UNIVERSITY OF SOUTH ALABAMA EMS DEPARTMENT 600 CLINIC DR SUITE 400 MOBILE, AL 36688-0001	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN Description / Account	Qty	Unit Price	Net Price
Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	34000.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6120.70.15.0000.0000.1510.0000.0000.42140.	34000.00	131628.96
EMERGENCY MEDICAL SVCS EXP		
MISCELLANEOUS SERVICES		

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

Activity	Date	Clerk	Comment
Rejected	07/28/24	SANDRA LEWIS	employees are not listed
Rejected	08/13/24	SANDRA LEWIS	PLEASE ADD THE CORRECT CLASS F
Approved	08/16/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/16/24	SANDRA LEWIS	
Approved	08/16/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/16/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/16/24	ANNE FOLEY	Auto approved by: 910518227

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011849-00 FY 2024 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42140. Review: Buyer: 910518227 Status: Approved
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Vendor
 UNIVERSITY OF SOUTH ALABAMA
 EMS DEPARTMENT
 600 CLINIC DR SUITE 400

 MOBILE, AL 36688-0001

Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

 MOBILE, AL 36607
 richardsonv@cityofmobile.org

Delivery Reference
 VICTORIA RICHARDSON

Deliver To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/14/24	281269				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
Approved	08/16/24 JOHN PAINE		Auto approved by: 910518227	
Approved	08/16/24 MICHAEL SPAFFORD		Auto approved by: 910518227	

Authorized By: _____ Date: _____
Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Vulcan Inc for 400 overhead span wire mounting brackets for Traffic Engineering.

Amount of Contract:

\$22,880.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240819 Vulcan Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Vulcan Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Vulcan Inc for 400 overhead span wire mounting brackets
for Traffic Engineering.
General fund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$22,880.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Mobile County cooperative purchase bid 63-24

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

How many bidders submitted bids (if applicable): na

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

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>13055</u>	2024	(2060) TRAFFIC ENGINEERING	400 FOR OVERHEAD SPAN WIRE MOUNTING BRACKETS FOR TRAFFIC ENGINEERING (SEALED BID 5895)	\$22,880.00	<u>(270972)</u> <u>VULCAN INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013055-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/31/24	270972				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			

AS PER YOUR BID RESPONSE ON BID 63-24 ANNUAL TRAFFIC SIGN MATERIAL MOBILE COUNTY				
001	OVERHEAD FOR 3/8" CABLE NO SWING	200.00	49.50000	9900.00
	STANDARD MOUNT	EACH		

1	1000.40.20.3005.2060.3005.0000.0000.44020.			9900.00
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Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

002	OVERHEAD VS SWINGER	200.00	64.90000	12980.00
		EACH		

1	1000.40.20.3005.2060.3005.0000.0000.44020.			12980.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013055-00 FY 2024 Acct No: 1000.40.20.3005.2060.3005.0000.0000.44020. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor VULCAN INC VULCAN SIGNS P O BOX 1850 FOLEY, AL 36536-1850 Tel#800-633-6845 Fax 251-943-1544	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 JOANNA.ARNETT@CITYOFMOBILE.ORG
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Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET

 MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/31/24	1270972				TRAFFIC ENGINEERING

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

Requisition Link

Requisition Total 22880.00

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

Account	Amount	Remaining Budget
1000.40.20.3005.2060.3005.0000.0000.44020.	22880.00	213494.68
TRAFFIC ENGINEERING EXP	OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	08/19/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/19/24	SANDRA LEWIS	
Approved	08/19/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/19/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/19/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/19/24	MICHAEL SPAFFORD	Auto approved by: 910518227

=====	=====
Bill To	Requisition 00013055-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.40.20.3005.2060.3005.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved
	Page 3
=====	=====

Vendor
VULCAN INC
VULCAN SIGNS
P O BOX 1850

FOLEY, AL 36536-1850

Tel#800-633-6845
Fax 251-943-1544

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
JOANNA.ARNETT@CITYOFMOBILE.ORG

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
07/31/24	270972				TRAFFIC ENGINEERING
-----	-----	-----	-----	-----	-----

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

01-004

City of Mobile
County of Mobile

Sponsored by: Samuel L. Jones, Mayor

CC: Bill Metzger

John Windley

2010

Bill Danahy

Nick Ambarger

Rick Lamberson

Richard A. Jones

JAN 27 2010

RESOLUTION

Ray R.

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

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

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

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

NOW THEREFORE, BE IT RESOLVED:

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

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

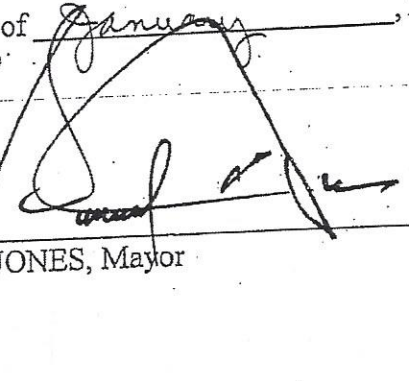
3. The parties agree to comply with all terms, as written, in the bid specifications. When purchasing off a joint bid, each party shall be solely responsible for issuing its own purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require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

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

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

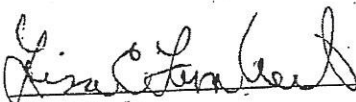
6. This ordinance authorizes but does not mandate joint purchasing agreements with the County.

ENTERED INTO, this 12th day of January, 2010.



SAMUEL L. JONES, Mayor

ATTEST:



City Clerk

RESOLUTION

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

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

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

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

NOW THEREFORE, BE IT RESOLVED:

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

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

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

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

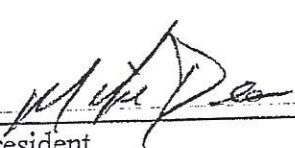
purchase orders, processing and responding to invoices, and issuing payment. Nothing in this ordinance shall either require the City to make any purchases under a joint bid awarded by the County or create any liability in the City for goods or services purchased or leased by the County.

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

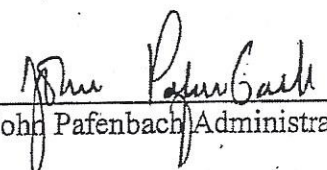
5. The Parties agree that the City may repeal this ordinance at any time just as the County may repeal its companion resolution at any time. The repeal of the ordinance shall not terminate any purchases or leases in effect at the time.

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

ENTERED INTO, this 11th day of January, 200¹⁰~~9~~.


Mike Dean, President

ATTEST:


John Pafenbach Administrator

County Engineer
W. Bryan Kegley II, P.E., P.L.S.

Assistant County Engineer
Kimberly N. Sanderson, P. E.



Public Works Director
Richard A. Mitchell, P. E.

Deputy Public Works Director
R. Neal Howard, P. E.

MOBILE COUNTY ENGINEERING & PUBLIC WORKS

Date: March 28, 2024
To: Susan Holland, Purchasing

From: Brad Wittmann, P.E.
Brad Wittmann, P.E., PTOE, RSP1
Traffic Engineer

Ref: Bid # 63-24 Annual Traffic Sign Material Bid

After review, we recommend award of this contract to the low bidder – Vulcan, Inc.

MOBILE COUNTY COMMISSION

COUNTY COMMISSIONERS
RANDALL DUEITT, PRESIDENT
MERCERIA LUDGOOD, COMMISSIONER
CONNIE HUDSON, COMMISSIONER
TELEPHONE (251) 574-5077



ADMINISTRATION
EDDIE KERR
INTERIM COUNTY ADMINISTRATOR
TELEPHONE (251) 574-5073
FAX (251) 574-5080

March 28, 2024

Brad Wittmann
Traffic and Utilities Engineer
Mobile County Engineering Department

Dear Brad,

On March 27, 2024 Mobile County Commission opened Bid #63-24 for Annual Traffic Sign Material. A copy of the bids are enclosed. Please send us your recommendation for award as soon as possible.

Sincerely,

Natalie "Val" Rogers

Buyer III
Mobile County Commission
205 Government Street
South Tower, 7th Floor
Mobile, Alabama 36644
Phone: 251 574-5085
Fax: 251 574-5068
Email: Val.Rogers@mobilecountyal.gov



RECEIVED
MAR 28 2024
ENGINEERING DEPT.

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

DESCRIPTION	VULCAN INC. DBA VULCAN ALUMINUM DBA VULCAN SIGNS	LIGHTLE ENTERPRISES OHIO LLC
R1-1 STOP TYPE XI 30" X 30"	\$36.25	\$45.70
R1-1 STOP TYPE XI 36" X 36"	\$52.22	\$66.20
R1-1 STOP TYPE XI 48" X 48"	\$92.84	\$118.00
R-1-2 YIELD TYPE XI 30"X30"X30"	\$20.96	\$24.80
R-1-2 YIELD TYPE XI 36"X36"X36"	\$27.63	\$33.21
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 18"X6"	\$5.21	\$5.60
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 36"X12"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X18"	\$13.80	\$17.61
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X24"	\$18.40	\$23.48
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 24"X36"	\$27.60	\$35.22
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 24"X36"	\$33.90	\$44.28
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X30"	\$28.75	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X30"	\$35.31	\$46.13
R SERIES SPEED & MOVEMENT TYPE IV 2 COLORS 30"X36"	\$34.50	\$44.03
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 30"X36"	\$42.38	\$55.35
R SERIES SPEED & MOVEMENT TYPE XI 2 COLORS 36"X36"	\$50.85	\$66.42
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 30"X30"	\$29.38	\$36.69
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 30"X30"	\$36.69	\$48.30
R SERIES SPEED & MOVEMENT TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
R SERIES SPEED & MOVEMENT TYPE XI 3 COLORS 24"X30"	\$29.35	\$36.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

R SERIES SPEED & MOVEMENT TYPE IX 3 COLORS 36"X36"	\$52.83	\$69.00
R SERIES SPEED & MOVEMENT TYPE IX 4 COLORS 30"X30"	\$36.94	\$50.40
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6"	\$2.77	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X6" .63 THICK	\$2.39	\$3.00
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18"	\$8.81	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X18" .63 THICK	\$7.51	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 12"X24" .63 THICK	\$9.47	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 2 COLORS 24"X30"	\$23.00	\$29.35
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS .63 THICK 12"X18"	\$8.25	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 12"X18"	\$9.56	\$8.81
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS"MARDI GRAS .63 THICK 12"X24"	\$9.01	\$11.74
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X24"	\$18.80	\$23.48
R SERIES PARKING RESTRICTION TYPE IV 3 COLORS 24"X30"	\$23.50	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 21"X15"	\$11.53	\$12.86
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X6"	\$5.39	\$5.90
M, D & I SERIES GUIDE 2 COLORS TYPE IV 24"X30"	\$23.00	\$29.35
M, D & I SERIES GUIDE 2 COLORS TYPE IV 30"X36"	\$34.50	\$44.03
M, D & I SERIES GUIDE 2 COLORS TYPE IV 48"X30"	\$46.00	\$58.70
M, D & I SERIES GUIDE 2 COLORS TYPE IV 60"X30"	\$57.50	\$73.38
M, D & I SERIES GUIDE 2 COLORS TYPE IV 72"X36"	\$82.80	\$105.66

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

N-W CRIME STOPPER 3 COLORS TYPE IV 18"X24"	\$20.88	\$19.86
CD-1 EVACUATION RT 2 COLORS TYPE IV 18"DIAMETER	\$14.61	\$13.21
CD-1-R EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-L EVACUATION RT 2 COLORS TYPE IV 18" DIAMETER	\$14.61	\$13.21
CD-1-STR EVACUATION RT 2 COLORS TYPE IV 18"	\$14.61	\$13.21
C-2 DRUG FREE SCHOOL ZONE 2 COLORS TYPE 14 18"X12"	\$11.48	\$8.90
CV-28 B ADOPT A MILE 2 COLORS TYPE IV 24"X18"	\$20.55	\$17.80
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12"	\$12.23	\$8.90
CV-28 NEIGHBORHOOD WATCH 3 COLORS TYPE IV 18"X12" .63 THICK	\$10.52	\$8.90
SPECIAL SCHOOL SIGN 3 COLORS TYPE XIFYG 96"X96"	\$529.92	\$550.00
W-SERIES WARNING 2 COLORS TYPE IV 30"X30"	\$28.75	\$36.69
W-SERIES WARNING 2 COLORS TYPE XI 30"X30"	\$35.31	\$46.13
W-SERIES WARNING 2 COLORS TYPE IV 36"X18"	\$20.70	\$26.42
W-SERIES WARNING 2 COLORS TYPE XI 36"X18"	\$25.43	\$33.21
W-SERIES WARNING 2 COLORS TYPE IV 36"X36"	\$41.40	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X36"	\$50.85	\$66.42
W-SERIES WARNING 2 COLORS TYPE XIFY 48"X24"	\$45.20	\$59.04
W-SERIES WARNING 2 COLORS TYPE IV 18"X18"	\$11.40	\$13.21
W-SERIES WARNING 2 COLORS TYPE IV 18"X24"	\$13.80	\$17.61
W-SERIES WARNING 2 COLORS TYPE IV 24"X24"	\$18.40	\$23.48
W-SERIES WARNING 2 COLORS TYPE XIFY 24"X24"	\$22.60	\$29.52
W-SERIES WARNING 2 COLORS TYPE XIFY 36"X12"	\$16.95	\$22.14

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

W-SERIES WARNING 2 COLORS TYPE IV 36" DIA	\$41.14	\$52.83
W-SERIES WARNING 2 COLORS TYPE XIFY 36" DIA	\$55.38	\$66.42
W-SERIES WARNING 2 COLORS TYPE IV 36"X48"X48"	\$33.02	\$35.22
W-SERIES WARNING 3 COLORS TYPE IV 36"X36"	\$42.30	\$52.83
W-SERIES WARNING 4 COLORS TYPE VIIIFY 36"X36"	\$53.19	\$72.50
W-SERIES WARNING 2 COLORS TYPE VIIIFY 36"X36"	\$50.85	\$66.42
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X30"	\$35.31	\$46.75
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X36"	\$69.00	\$88.05
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X36"	\$84.75	\$112.20
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X30"	\$70.63	\$93.50
W-SERIES WORK AREA WARNING 2 COLORS TYPE IV 60"X24"	\$46.00	\$58.70
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 60"X24"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X48"	\$90.40	\$119.68
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X30"	\$56.50	\$74.80
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 36"X18"	\$25.43	\$33.66
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X12"	\$12.65	\$14.96
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 24"X18"	\$16.95	\$22.44
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 30"X24"	\$28.25	\$37.40
W-SERIES WORK AREA WARNING 2 COLORS TYPE VIIIFO 48"X18"	\$33.90	\$44.88
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 24"X30"	\$28.25	\$36.90
W1-8 CHEVRON ALIGNMENT 2 COLOR TYPE XIFY 30"X36"	\$42.38	\$55.35
S-SCHOOL AREA 2 COLORS TYPE XIFYG 36"X36"	\$50.85	\$66.42
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X30"	\$28.25	\$36.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X8"	\$8.88	\$9.89
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X10"	\$10.00	\$12.33
S-SCHOOL AREA 2 COLORS TYPE XIFYG 24"X48"	\$45.20	\$59.04
TYPE I OBJECT MARKERS 18"X18" TYPE IV W/9 REFLECTORS	\$37.50	\$23.00
TYPE II OBJECT MARKERS 6"X12" TYPE IV WO/REFLECTORS	\$3.91	\$2.98
TYPE III OBJECT MARKERS 12"X36" TYPE XIFY 2 COLORS W/4"DIAGONAL STRIPES	\$16.95	\$22.14
TYPE III BARRICADE PANEL 96"X10" TYPE XIFO W/6" DIAGONAL STRIPES	\$37.69	\$49.87
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X48"	\$85.02	\$93.48
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X48" .10 THICK	\$60.28	\$65.80
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X60"	\$106.28	\$116.85
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X60" .10 THICK	\$75.35	\$82.25
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X72"	\$127.53	\$140.22
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 12"X72" .10 THICK	\$90.42	\$98.70
D-3 OVERHEAD STREET NAME 2 COLOR TYPE XI 18"X96"	\$170.04	\$186.96
D-3 STREET NAME 2 COLOR TYPE XI 12"X96" .10 THICK	\$120.56	\$131.60
D-3 STREET NAME 1 COLOR TYPE XI 42"X9"	\$38.39	\$40.90
D-3 STREET NAME 1 COLOR TYPE XI 42"X9" .10 THICK	\$39.66	\$43.20
D-3 STREET NAME 1 COLOR TYPE XI 36"X8"	\$28.35	\$31.16
D-3 STREET NAME 1 COLOR TYPE XI 36"X9"	\$32.44	\$35.06
D-3 STREET NAME 1 COLOR TYPE XI 36"X9" .10 THICK	\$33.95	\$37.01

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

D-3 STREET NAME 1 COLOR TYPE XI 30"X8"	\$23.67	\$25.97
D-3 STREET NAME 1 COLOR TYPE XI 30"X9"	\$27.10	\$29.21
D-3 STREET NAME 1 COLOR TYPE XI 30"X9" .10 THICK	\$28.37	\$30.84
D-3 STREET NAME 1 COLOR TYPE XI 24"X8"	\$19.35	\$20.88
D-3 STREET NAME 1 COLOR TYPE XI 24"X9"	\$21.72	\$23.37
D-3 STREET NAME 1 COLOR TYPE XI 48"X9"	\$42.51	\$46.74
W14-1P DEAD END 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-1P DEAD END 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
R6-1 ONE WAY 2 COLORS TYPE IV 36"X12"ONE LEFT ARROW & ONE RIGHT ARROW ON OPPOSITE SIDES	\$22.50	\$40.14
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X8"	\$15.00	\$26.76
W14-2P NO OUTLET 2 COLORS TYPE IV 36"X12"	\$22.50	\$40.14
BLANK 4'X18" (NO HOLES)	\$1.55	\$1.80
4"X24" (NO HOLES)	\$2.27	\$2.35
4"X30" (NO HOLES)	\$3.29	\$2.90
4"X36" (NO HOLES)	\$3.05	\$3.50
6"X12"	\$1.97	\$1.80
8"X18"	\$3.55	\$3.50
8"X24"	\$4.25	\$4.28
8"X30"	\$4.97	\$5.75
8"X36"	\$5.65	\$6.90
9"X12"	\$2.25	\$2.60
9"X18"	\$3.39	\$3.90
9"X24"	\$4.45	\$5.18
9"X30"	\$5.75	\$6.47
9"X36"	\$6.58	\$7.76
10"X18"	\$3.55	\$4.31
10"X24"	\$4.99	\$5.75
10"X30"	\$5.85	\$7.19
10"X36"	\$7.21	\$8.63
10"X96"	\$18.88	\$23.00
12"x18"	\$4.56	\$5.18

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

12"x24"	\$5.86	\$6.90
12"x30"	\$7.21	\$8.63
12"x36"	\$8.49	\$10.35
12"x48"	\$11.32	\$13.80
12"x72"	\$16.98	\$20.70
12"x96"	\$22.64	\$27.60
18"x18" NO HOLES	\$6.55	\$7.76
18"x18" DIAMOND W/9 HOLES	\$6.55	\$7.76
18"x24"	\$8.49	\$10.35
18"x30"	\$10.61	\$12.94
18"x36"	\$12.74	\$15.53
18"x48"	\$16.98	\$20.70
18"x60"	\$21.23	\$25.88
18"x72"	\$25.47	\$31.05
18"x96"	\$33.96	\$41.40
24"x24"	\$11.32	\$13.80
24"x30"	\$14.15	\$17.25
24"x36"	\$16.98	\$20.70
24"x48"	\$22.64	\$27.60
24"x60"	\$28.30	\$34.50
24"x96"	\$45.28	\$55.20
30"x30"	\$17.69	\$21.56
30"x36"	\$21.23	\$25.88
30"x48"	\$28.30	\$34.50
30"x60"	\$35.38	\$43.13
30"x96"	\$56.60	\$69.00
36"x36"	\$25.47	\$31.05
36"x42"	\$29.72	\$36.23
36"x48"	\$33.96	\$41.40
36"x60"	\$42.45	\$51.75
36"x72"	\$50.94	\$62.10
36"x96"	\$67.92	\$82.80
48"x48"	\$45.28	\$55.20
48"x60"	\$56.60	\$69.00
48"x72"	\$67.92	\$82.80
48"x96"	\$90.56	\$110.40
CANTILEVER FOR 14 2 A FLAT BLADES POWDER COATED BLACK	\$29.50	\$11.50
CANTILEVER FOR 14 2 A FLAT BLADES	\$14.50	\$8.40
CANTILEVER FOR 14 2 A FLAT BLADES/BOLT THRU SECURITY	\$14.50	\$8.70
CANTILEVER FOR 24" FLAT BLADES	\$24.50	\$13.90

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

CANTILEVER FOR 24" FLAT BLADES POWDER COATED BLACK	\$42.50	\$18.60
CHEVRON BRACKETS		
ADJ 24"X30"	\$55.00	\$38.50
ADJ 30"X36"	\$62.10	\$41.60
STREET SIGN BRACKETS		
#457 UNIVERSAL BRACKET	\$7.55	\$4.88
12" ADJ CROSS TEE FOR FLAT BLADE STREET SIGNS	\$28.55	\$14.95
12" ADJ CAP FOR U-CHANNEL POST	\$27.55	\$14.95
VS-7 CROSS 6" BLADE HOLDER BOLT THRU BRACKET W/BHP-766 VANDAL PROOF BOLTS	\$14.55	\$7.95
VS-12 U-CHANNEL CAP 180°	\$13.75	\$13.20
VS-12 U-CHANNEL CAP 90°	\$13.75	\$13.20
BHP 76L 5/16" VANDAL PROOF BOLTS/100	\$0.50	\$22.00
BHP 4 TOOL FOR BHP 76L	\$0.50	\$6.20
OVERHEAD FOR 3/8" CABLE NO SWING STANDARD MOUNT	\$49.50	\$61.80
OVERHEAD VS-SWINGER	\$64.90	\$67.40
DECALS		
COUNTY SIGN MAINTENANCE DECAL	\$1.40	\$1.20
CITY OF MOBILE MAINTENANCE DECAL	\$1.40	\$1.20
ACCESSORIES		
POST COVERS 3"X72" (0.63) TYPE XIF RED	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE XI YELLOW	\$13.85	\$11.50
POST COVERS 3"X72" (0.63) F Y G	\$13.85	\$11.50
POST COVERS 3"X72" (0.63)TYPE IV WHITE	\$11.85	\$10.20
SIGN POST S29 SIGNPOST GALVANIZED 3.0LB/FT-10'	\$39.87	\$46.00
SIGN POST S30 SIGNPOST GALVANIZED 3.0LB/FT-12'	\$47.84	\$55.20
SIGN POST GALVANIZED 2.0LB/FT- 8' "U" CHANNEL	\$21.36	\$28.80
SIGN POST GALVANIZED 2.0LB/FT- 10' "U" CHANNEL	\$26.70	\$36.00
SIGN POST GALVANIZED 2.0LB/FT- 12' "U" CHANNEL	\$32.04	\$43.20

line1
line2

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27,2024

BID 63-24

SIGN POST GALVANIZED 2.0LB/FT-14' "U" CHANNEL	\$37.38	\$54.40
DELINEATOR-GALVANIZED 1.12LB/FT-6'	\$10.45	\$12.00
Electronic Cuttable Film 1170 36"50 Yards NON PUNCHE	\$481.50	\$393.00
3924S Fl. Orange DG Shtg 36" 50 YD WORKZONE	\$1,170.00	\$1192.50
3924S Fl. Orange DG Shtg 48' 50 YD WORKZONE	\$1,560.00	\$1590.00
3930 Wht High Intensity 24" 50 YD PRISMATIC	\$414.00	\$393.00
3930 Wht High Intensity 30" 50 YD PRISMATIC	\$517.50	\$492.00
3930 Wht High Intensity 36" 50 YD PRISMATIC	\$621.00	\$589.50
3930 Wht High Intensity 48" 50 YD PRISMATIC	\$828.00	\$786.00
3931 Yellow HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3931 Yellow HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3931 Yellow HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3931 Yellow HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
3937 Green HIP (3930 Series)24" 50 YD	\$414.00	\$393.00
3937 Green HIP (3930 Series)30" 50 YD	\$517.50	\$492.00
3937 Green HIP (3930 Series)36" 50 YD	\$621.00	\$589.50
3937 Green HIP (3930 Series)48" 50 YD	\$828.00	\$786.00
WHITE ENG (3920 SERIES)24" 50 YD	\$285.00	\$324.00
WHITE ENG (3920 SERIES)30" 50 YD	\$356.25	\$405.00
WHITE ENG (3920 SERIES)36" 50 YD	\$427.50	\$486.00
WHITE ENG (3920 SERIES)48" 50 YD	\$570.00	\$648.00

MOBILE COUNTY COMMISSION

TOPIC:ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

RED ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
RED ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BLUE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BLUE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
YELLOW ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
YELLOW ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
BROWN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
BROWN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
ORANGE ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
ORANGE ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
GREEN ENG (3920 SERIES) 30" 50 YD	\$356.25	\$405.00
GREEN ENG (3920 SERIES) 36" 50 YD	\$427.50	\$486.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 30" 50 YD	\$975.00	\$982.50
4083 Fluorescent Ylw-Grn DG CUBED REFL 36" 50 YD	\$1,170.00	\$1179.00
4083 Fluorescent Ylw-Grn DG CUBED REFL 48" 50 YD	\$1,560.00	\$1572.00
4084 Fluorescent Orange DG 3 SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4090 White DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4090 White DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4090 White DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4091 Yellow DG Cubed Refl SHTG 24" 50 YD	\$780.00	\$786.00
4091 Yellow DG Cubed Refl SHTG 30" 50 YD	\$975.00	\$982.50
4091 Yellow DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00

MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

4091 Yellow DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
4097 Green DG Cubed Refl SHTG 36" 50 YD	\$1,170.00	\$1179.00
4097 Green DG Cubed Refl SHTG 48" 50 YD	\$1,560.00	\$1572.00
BLACK 7725 SERIES WITH CLEAR BACKING 24" 50YD	\$267.00	\$420.00
BLACK 7725 SERIES WITH CLEAR BACKING 30" 50YD	\$333.75	\$525.00
BLACK 7725 SERIES WITH CLEAR BACKING 36" 50YD	\$400.50	\$630.00
BLACK 7725 SERIES WITH CLEAR BACKING 48" 50YD	\$534.00	\$840.00
BLACK 7725 SERIES WITH CLEAR BACKING 60" 50YD	\$556.25	\$1050.00
AVERY BRAND SHEETING HIP		
WHITE T6500 30" 50YD	\$517.50	
WHITE T6500 36" 50YD	\$621.00	NO BID
WHITE T6500 48" 50YD	\$828.00	NO BID
YELLOW T6501 30" 50YD	\$517.50	NO BID
YELLOW T6501 36" 50YD	\$621.00	NO BID
YELLOW T6501 48" 50YD	\$828.00	NO BID
FL ORANGE T7514 36" 50YD	\$1,057.50	NO BID
FL ORANGE T7514 48" 50YD	\$1,410.00	NO BID
TYPE XI		
WHITE T11500 30" 50YD	\$975.00	
WHITE T11500 36" 50YD	\$1,170.00	NO BID
WHITE T11500 48" 50YD	\$1,560.00	NO BID
YELLOW T11501 30" 50YD	\$975.00	NO BID
YELLOW T11501 36" 50YD	\$1,170.00	NO BID
YELLOW T11501 48" 50YD	\$1,560.00	NO BID
FL YELLOW GREEN (SCHOOL) T11513 36" 50YD	\$1,170.00	NO BID
LAMINATOR OL1000 30" 50YD	\$450.00	
LAMINATOR OL1000 36" 50YD	\$540.00	NO BID
LAMINATOR OL1000 48" 50YD	\$720.00	NO BID
SIGN BLANKS		
STOP SIGN BLANKS 30" EA	\$15.87	
36" EA	\$22.10	\$21.50
48" EA	\$39.27	\$30.90
YIELD SIGN BLANKS 30" EA	\$9.27	\$55.20
36" EA	\$13.10	\$12.42
BLANK SIGN 42"X9" MIN QTY 20	\$7.97	\$15.53
		\$90.56

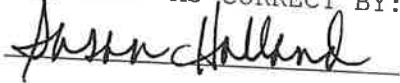
MOBILE COUNTY COMMISSION

TOPIC: ANNUAL TRAFFIC SIGN BID FOR MOBILE COUNTY PUBLIC WORKS
DEPARTMENT FROM DATE OF AWARD THROUGH APRIL 30, 2025:

MARCH 27, 2024

BID 63-24

CERTIFIED AS CORRECT BY:

A handwritten signature in cursive script, appearing to read "Susan Holland", is written over a horizontal line.

SUSAN HOLLAND PURCHASING AGENT



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Hughes 360 Services LLC for 47 concrete pads for traffic signal generator enclosures for Traffic Engineering.

Amount of Contract:

\$25,850.00

Funding Source

Capital- Traffic Signal Generators; Mobile County EMA surplus refund

ATTACHMENTS:

1. 20240819 Hughes Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Hughes 360 Services LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Hughes 360 Services LLC for 47 concrete pads for traffic
signal generator enclosures for Traffic Engineering.
Capital- Traffic Signal Generators; Mobile County EMA surplus refund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$25,850.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5895

How many bidders received bid packages (if applicable): 7 +web

How many bidders submitted bids (if applicable): 4

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

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>12712</u>	2024	(2060) TRAFFIC ENGINEERING	47 CONCRETE PADS FOR TRAFFIC SIGNAL GENERATOR ENCLOSURES FOR TRAFFIC ENGINEERING (SEALED BID 5895)	\$25,850.00	<u>(297767)</u> <u>HUGHES 360</u> <u>SERVICES LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012712-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
--	---	--------

Vendor HUGHES 360 SERVICES LLC 203 N FLORIDA STREET MOBILE, AL 36607 Tel#2515103772	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
---	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297767				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER MY BID 5895 AND YOUR BID RESPONSE INSTALL CONCRETE PADS FOR TRAFFIC SIGNAL ENCLOSURE, 20" X 28" CLASS A TYPE 2 CONCRETE, DEPTH 6" (TYPICAL) TO 8" (MAXIMUM) AS PER CITY SPEC, 1/2" X 6" STEEL BENT ANCHOR BOLTS IMBEDDED. REFER TO SPECIFICATION, DETAIL AND INTERSECTION LIST FOR ADDITIONAL INFORMATION. Additional Description Notes ----- MUST CONTACT MARY BETH BERGIN AT 251-208-2970 BEFORE PROCEEDING ON THIS PURCHASE ORDER.	47.00 EACH	550.00000	25850.00
1	2000.80.00.0000.0000.0000.0000.48010. E C0594 .CONSTRUCTN.			25850.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012712-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor HUGHES 360 SERVICES LLC 203 N FLORIDA STREET MOBILE, AL 36607 Tel#2515103772	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/24/24	297767				TRAFFIC ENGINEERING

LN Description / Account	Qty	Unit Price	Net Price
Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	25850.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0594 .CONSTRUCTN.	25850.00	117147.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	25850.00	131628.96

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
CCancelled	08/19/24	SANDRA LEWIS	GL Allocation changed
Approved	07/24/24	BRENDA RHODES	
Approved	07/24/24	TIFFANY HOLLINS	Auto approved by: 910511034

BID TABULATION FOR BID #5895**CONCRETE PADS**

VENDORS		HUGHES 360 SERVICES, LLC	J & A CONTRACTING	DAVIS CONSTRUCTION AND BUILDING LLC	CHRIS BREWER CONTRACTING, INC
Line	Items				
1	CONCRETE PAD	\$ 550.00	\$ 775.00	\$ 1,300.00	\$ 3,300.00

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

**Purchasing Department
and Package Delivery:**

This is Not an Order

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

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

Postal Service Does Not Deliver to This Street Address

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

Typed by: _____ en Buyer: 005

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

DATE 07/29/2024	BID NO. 5895	DEPARTMENT VARIOUS	Commodities to be delivered F.O.B. Mobile to: As Per Purchase Order
---------------------------	------------------------	------------------------------	---

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

12:01 PM, Tuesday, August 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx. 20-60	CONCRETE PADS Vendor to be responsible for forming and pouring of concrete pads. Concrete Pads must meet the attached specifications. Vendor to furnish and set anchor bolts as per spec in each pad. Vendor to be responsible to remove forms after concrete has set up. Pad site should be clean with no construction debris after forms are removed. PRICE PER PAD \$ _____ Vendor responsible to provide all materials and labor. City will mark the location for pad placement. Vendor will need to give a start date and a completion date when bidding. Availability could be a deciding factor in the award of this bid. START DATE: _____ END DATE: _____ Vendor should be able to complete all pads within 30 days of issuance of contract. Prices quoted on this bid are to be held firm for a period of three (3) months from date of award. At the option of the successful bidder and the City of Mobile, the prices may be extended for three (3) more three (3) month periods. All prices quoted are to be delivered prices F.O.B. Mobile. City of Mobile Business license is required. See Item 14 on Reverse. 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/					
Page 1 of 2			TOTAL			

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
 Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks. Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. Questions are not to be directed to a department. Any answers received not via purchasing@cityofmobile.org are not official and will not be honored. THIS BID WILL BE AWARDED ON AN ITEM BASIS.					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

City of Mobile Traffic Engineering
Auxiliary Enclosure Pad Construction Specifications
August 2024

The purpose of this project is to install concrete pads at select traffic signal intersections throughout the City of Mobile for future installation of an enclosure box/cabinet. The following specifications and details shall apply.

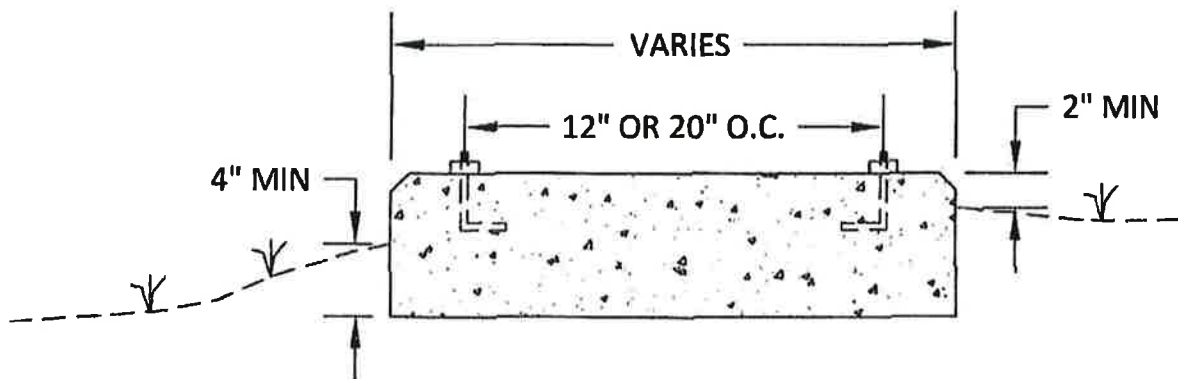
- 1) Concrete may be "ready-mixed" concrete manufactured and delivered to the work site or an approved type of mobile mixing plant. Portable concrete mixers may also be approved by the City. All mixing and transporting equipment shall be supplied in sufficient amounts to provide continuous delivery of the concrete as needed for each concrete pad.
- 2) Concrete pad shall be 20" W x 28" L. Depth may vary by location but shall be no less than 6" and no more than 8". Pad must be level with a minimum 2" above grade at any point. A minimum of 4" of concrete must be below grade. Typical section of pad is attached. Payment is based on unit price per pad installed. There is no price adjustment for the depth variations.
- 3) Concrete used to pour pad must be High Strength with a minimum 4000 PSI finished rating.
- 4) Anchor bolts shall be 1/2" x 6" galvanized steel bent anchor bolts with ASTM A563 Grade A nut and USS flat washer. Anchor bolts are to be imbedded in concrete a minimum of 4 1/2" with enough thread exposed above concrete to allow for nut and washer. Anchor Bolts must be set as specified in the attached detail.
- 5) Pad locations will be determined by the City at each intersection and will be marked as for orientation.
- 6) Contractor must notify City prior to pouring concrete at any location for inspection of forms. Contact information will be provided to the successful bidder upon award. Any permitting obligation will be handled by the City.
- 7) Contractor shall adhere to the requirement contained in the Manual on Uniform Traffic Control Devices. Some examples of which include:

Employees working on or adjacent to roadways will wear high visibility garments meeting or exceeding the ANSI 107-2010 Class - II or Class III as required by the MUTCD for the type of traffic hazard.

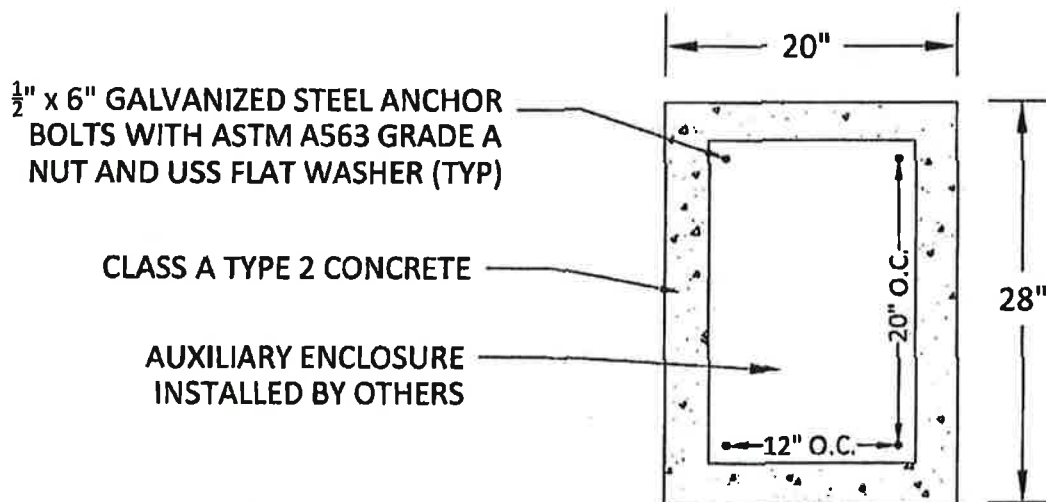
Unlicensed non-street legal equipment shall not be operated in public roadways, e.g. utility carts, A TV's or other vehicles unless a temporary traffic control zone is established in accordance with MUTCD and state law.

Workers shall not step into a lane of traffic unless the lane is blocked from traffic by temporary traffic control zone established in accordance with MUTCD and state law.

Contractors equipment shall be fitted with a flashing strobe



SIDE VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE



TOP VIEW
AUXILIARY ENCLOSURE PAD
 NOT TO SCALE

CONCRETE PAD LOCATIONS	
APB @ McKenna	
APB @ McNeil	
APB @ Pinebrook	
APB @ Providence	
APB @ Ridgefield	
APB @ Windsor	
Cody @ Grelot	
Cody @ Old Shell	
Cottage Hill @ Dawes	
Cottage Hill @ Dawes	
Cottage Hill @ Leroy Stevens	
Cottage Hill @ Leroy Stevens	
Cottage Hill @ McFarland	
Dauphin @ Ann	
Dauphin @ Carlen	
Dauphin @ Catherine	
Dauphin Island Pkwy @ Cedar Crescent	
Dauphin Island Pkwy @ McVay	
Dawes @ Leroy Stevens	
Grelot @ Jeff Hamilton Ext	
Hillcrest @ Grelot	
Hillcrest @ Old Shell	
Hillcrest @ Three Knotch	Mobile County
Hwy 90 @ Kooiman	
Hwy 90 @ Lowes/Service Rd	
Moffett @ Ching Dairy	Mobile County
Moffett @ Howells Ferry	
Old Shell @ John Counts/Foreman	
Old Shell @ Student Services Dr	
Rangeline @ Walmart	
Schillingers @ Old Government St	
Schillingers @ Target	
Schillingers @ The Cottages	
Schillingers @ Thomas	
Springhill @ Ann	
Springhill @ Mobile Infirmary Dr	
St Stephens @ Craft	
Three Notch @ Bush Ln	
Three Notch @ Schillingers	Mobile County
Three Notch @ Sollie	Mobile County
University @ Gaillard	
University @ Overlook	
Water @ Beauregard	
Water @ Dauphin	
Water @ Dauphin	
Water @ St Francis	
Water @ St Louis	

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

3. **NON-DEBARMENT CERTIFICATION.** Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. **REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT**

(a) **Immediate Termination** - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) **Termination for Cause**- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

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

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

- (i) The name, address, and telephone number of the protestor;
- (ii) The signature of the protestor or an authorized representative of the protestor;
- (iii) Identification of the bid being protested;
- (iv) A detailed statement of the legal and factual grounds of the protest including copies of relevant documents;
- (v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

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

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Wilson Dismukes Inc for 50 Honda 2200 watt inverter generators for MPD traffic signal backup power.

Amount of Contract:

\$49,000.00

Funding Source

Capital- Traffic Signal Generators; Mobile County EMA surplus refund

ATTACHMENTS:

1. 20240819 Wilson Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Wilson Dismukes Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Wilson Dismukes Inc for 50 Honda 2200 watt inverter generators for MPD.
Capital- Traffic Signal Generators; Mobile County EMA surplus refund

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$49,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sealed bid 5894

How many bidders received bid packages (if applicable): 15 +web

How many bidders submitted bids (if applicable): 1

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

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>12845</u>	2024	(2590) GRANT MANAGEMENT	50 HONDA 2200-WATT INVERTER GENERATORS FOR MPD (SEALED BID 5894)	\$49,000.00	<u>(237250)</u> <u>WILSON</u> <u>DISMUKES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012845-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 1
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Vendor
 WILSON DISMUKES INC
 2646 GOVERNMENT BLVD

MOBILE, AL 36606

Tel#251-476-9871
 Fax 251-476-9874

Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 JOHN.ANGLE@CITYOFMOBILE.ORG

Delivery Reference
 LT. JOHN ANGLE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	237250				GRANT MANAGEMENT

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR MY BID 5894 AND YOUR BID RESPONSE GENERATOR AS SPECIFIED:	50.00 EACH	980.00000	49000.00
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Additional Description Notes

VENDOR TO PROVIDE HONDA EU2200ITAN 2200 WATT GENERATOR W/ CO-MINDER &
 BLUETOOTH 19"L X 10"W X 16"H

Vendor Item

Inventory Item/Loc 2358

1	2000.80.00.0000.0000.0000.0000.48010. E C0594 .CONSTRUCTN.			49000.00
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Ship To
 POLICE TRAFFIC
 850 VIRGINIA STREET
 DELIVERIES: 8:30AM - 2:30PM
 MOBILE, AL 36604
 Delivery Reference
 LT. JOHN ANGLE

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00012845-00 FY 2024 Acct No: 2000.80.00.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved	Page 2
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Vendor WILSON DISMUKES INC 2646 GOVERNMENT BLVD MOBILE, AL 36606 Tel#251-476-9871 Fax 251-476-9874	Ship To POLICE TRAFFIC 850 VIRGINIA STREET DELIVERIES: 8:30AM - 2:30PM MOBILE, AL 36604 JOHN.ANGLE@CITYOFMOBILE.ORG Delivery Reference LT. JOHN ANGLE Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/26/24	237250				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Requisition Link

Requisition Total	49000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E C0594 .CONSTRUCTN.	49000.00	117147.12

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

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.48010.	49000.00	131628.96

CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION

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

Activity	Date	Clerk	Comment
CCancelled	08/19/24	SANDRA LEWIS	GL Allocation changed
Approved	07/26/24	BRENDA RHODES	
Approved	07/26/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	07/26/24	RELYA MALLORY	Auto approved by: 910511034
Approved	08/19/24	BRENDA RHODES	
Approved	08/19/24	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	08/19/24	RELYA MALLORY	Auto approved by: 910511034
Unknown	08/19/24	SANDRA LEWIS	
Approved	08/19/24	DONALD ROSE	Auto approved by: 910518227
Approved	08/19/24	SANDRA LEWIS	
Approved	08/19/24	STEVEN KRONINGER	Auto approved by: 910518227
Approved	08/19/24	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	08/19/24	ANNE FOLEY	Auto approved by: 910518227
Approved	08/19/24	JOHN PAINE	Auto approved by: 910518227
Approved	08/19/24	MICHAEL SPAFFORD	Auto approved by: 910518227

BID TABULATION FOR BID #5894**INVERTER GENERATORS**

VENDORS		WILSON DISMUKES, INC	LADD SUPPLY		
Line	Items				
1	PORTABLE INVERTER HONDA EU2200ITAN GENERATOR WITH CO- MINDER AND BLUETOOTH	\$ 980.00	NB		

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

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**

Postal Service Does Not Deliver to This Street Address

This is Not an Order

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

Typed by: _____ en Buyer:005

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
07/29/2024	5894	POLICE	As Specified

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

12:01 PM, TUESDAY, AUGUST 13, 2024

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx Qty. 50-55	INVERTER GENERATORS PORTABLE INVERTER HONDA EU2200ITAN GENERATOR WITH CO-MINDER AND BLUETOOTH. 19”L x 10”W X 16”H MAKE _____ MODEL _____ Estimated delivery after receipt of order: _____ days Time of delivery may be a consideration in the award of this bid. All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at http://immigration.alabama.gov/ If the successful vendor’s principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.					
			TOTAL			

Page 1 of 2

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

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

Phone Number _____

Firm Name _____

Email Address _____

Signature _____

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

Type or Print Name _____

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be changed or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as an exemption certificate will be issued in lieu of same. The City is exempt from the State of Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor may be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry, contact the Revenue Department at (251) 208-7462 or cityofmobile.org/business-license-overview/
15. IF a bid bond is required in the published specifications, see below:
Each bid shall be accompanied by a **Cashier's Check, Certified Check, Bank Draft or Bid Bond** for the sum of five (5) Percent of the amount bid, made payable to the City of Mobile and certified by a reputable banking institution. All checks shall be returned promptly, except the check of the successful bidder, which shall be returned after fulfilling the bid.
16. Contracts in excess of \$50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but may need to obtain the Business License and Certificate of Authority if applicable, prior to issuance of a Purchase Order.
20. Bids and addendums are posted at www.cityofmobile.org/services/business/bids/. It is the responsibility of the vendor to check the City's bid page for updates and addendums.
21. Vendors must be able to provide the following upon request. Federal W-9 form, proof of registration in the E-Verify program, and Certificate of Authority to do business in Alabama/Registration with the Alabama Secretary of State within 24 hours of request.
22. City of Mobile applies local vendor preference to all purchases: Code of Alabama, 1975, Sections 41-16-50(a) and 41-16-50(d), except federally funded grants.
23. Equal Employment Opportunity. Except as otherwise provided under 41 CFR part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
24. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148) will apply when required by Federal program regulations.

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 2 of 2 Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number). Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. <u>CONE OF SILENCE.</u> From the time of advertising, and until the final award by completion of a signed contract or purchase document issued by the City, there is a prohibition on communication by respondents (or anyone on their behalf) with the City staff and elected officials regarding this request for bids, proposals, or qualifications. This does not apply to communications directly with the Procurement Department staff during authorized question periods, or with designated City staff during pre-bid conferences, interviews, requests for clarification, and written contract negotiations. Breaking the established prohibition on communication, if proven, may result in a disqualification of your submittal. If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org. Pricing shall be firm for a six (6) month period following the award of this bid. At the option of the City and the successful vendor, the award may be extended for five additional six (6) month periods. TO BE AWARDED ALL OR NONE					
			TOTAL			

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

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

Exhibit 4 Standard Clauses for Federal Grant Bid Solicitations and Contracts

Additional Terms Relating to Purchases with Federal Grant Awards

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

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

3. NON-DEBARMENT CERTIFICATION. Bidder certifies that the bidder and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the Federal government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4.

4. REMEDY FOR NON-PERFORMANCE/ TERMINATION OF CONTRACT

(a) Immediate Termination - This bid award is subject to the appropriation and availability of City funding. will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the bid, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the bid award for any one or more of the following reasons effective immediately without advance notice:

(i) in the event the bidder or bid awardee ("contractor") is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the bid award effective as of the date on which the license or certification is no longer in effect;

(ii) the City determines that the actions, or failure to act, of the bid awardee, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized; and/or

(iii) the City determines that the bid awardee furnished any statement, representation or certification in connection with the bidding or bid award process which is materially false, deceptive, incorrect or incomplete.

(b) Termination for Cause- The occurrence of any one or more of the following events shall constitute cause for the City to declare the bid awardee in default of its obligation under the bid award:

(i) the bid awardee fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the bid or is in violation of a material provision of the bid award, including, but without limitation, the express warranties made by the bid awardee;

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

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

(iv) the bid awardee becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the bid awardee terminates or suspends its business; or the City reasonably believes that the bid awardee has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

(v) the bid awardee has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the bid award;

(vi) the bid awardee has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion.

(c) Notice of Default- If there is a default event caused by the bid awardee; the City shall provide written notice to the bid awardee requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the bid awardee. If the breach or noncompliance is not remedied within the period of time specified in the written notice, City may:

(i) Immediately terminate the bid award without additional written notice; and/or

(ii) Procure substitute goods or services from another source and charge the difference between the bid award price and the substitute price to the defaulting bid awardee, and/or,

(iii) Enforce the terms and conditions of the bid award and seek any legal or equitable remedies.

(d) Termination upon Notice- Following thirty (30) days' written notice, the City may terminate the bid award in whole or in part without the payment of any penalty or incurring any further obligation to the bid awardee. Following termination upon notice, the bid awardee shall be entitled to compensation, upon submission of invoices and proper proof of claim, for goods and services provided under the bid to the City up to and including date of termination.

(e) Payment Limitation in Event of Termination- In the event of termination of the bid award for any reason by the City, the City shall pay only those amounts, if any, due and owing to the bid awardee for goods and services actually rendered up to and including the date of termination of the bid award and for which the City is obligated to pay pursuant to the bid award. Payment will be made only upon submission of invoices and proper proof of the bid awardee's claim. This provision in no way limits the remedies available to the City in the event of termination.

(f) Termination Duties- Upon receipt of notice of termination or upon request of the City, the bid awardee shall:

(i) Cease work under the bid award and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the bid award, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the City may require;

(ii) Immediately cease using and return to the City any personal property or materials, whether tangible or intangible, provided by the City to the bid awardee;

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

(iv) Cooperate in good faith with the City, its employees, agents, and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the bid awardee.

5. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REQUIREMENT

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

(b) During the performance of this contract, the bid awardee agrees as follows:

(i) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(ii) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding,

hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(iv) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v.) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(vi) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vii) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(viii) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

6. ENERGY POLICY AND CONSERVATION ACT STATEMENT

Bid awardee will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871).

7. CLEAN AIR/ CLEAN WATER STATEMENT (applies to purchases of more than \$150,000.)

(a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(b) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(c) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Mobile and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(d) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. BID PROTEST PROCEDURES

(a) Any protest shall be in writing and shall be delivered to the City of Mobile Purchasing Agent at the address used for the submission of bids, or by email to Purchasing@CityofMobile.org. Bids may be protested as solicited or as awarded. A protest of a bid solicitation process shall be filed and received by the City before the bid due date. Protests of bid award must be filed within seven (7) calendar days after the City's notice of intent to award. All protests shall include the following information:

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

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

(iii) Identification of the bid being protested;

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

(v) The form of relief requested

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

(c) Protesters may appeal the Purchasing Agent decision to the City Attorney in writing not later than seven (7) calendar days after receipt of Purchasing Agent decision. Protests to the City Attorney must be mailed to the following address: City Attorney, City of Mobile, PO Box 1827, Mobile, Alabama 36633-1827. The City Attorney may, at his sole discretion, (a) render a decision and inform the protesting party in writing, or (b) request further information from the protesting party and other parties, which information shall be submitted within ten (10) days of the request. Within ten (10) days of receipt of the requested information, the City Attorney may, at his sole discretion (a) render a decision and inform the parties, or (b) conduct an informal hearing at which the interested parties will be afforded opportunity to present their respective positions with facts and documents in support thereof. Within ten (10) days of such informal hearing, the City Attorney will render a decision, which shall be final, and notify all interested parties in writing

9. CODE OF CONDUCT

(a) No employee, officer, or agent of the City shall participate in selection, award, or administration, to include receipt of products, of a City bid award if conflict of interest, real or apparent, would be involved. Conflicts of interest arise when an employee or agent, or the immediate family,

partner, or employer or imminent employer of an employee or agent, has a financial or other interest in the firm considered or selected for the award.

(b) Further, City employees, officers, or agents shall neither solicit nor accept, and bidders shall not offer or provide, gratuities, favors, or anything of monetary value from bidders or potential bidders or parties to sub-agreements.

10. ANTI-LOBBYING CERTIFICATION (For bid awards over \$100,000).

(a). 2 CFR 200 – Appendix II, “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards” is hereby incorporated by reference into this certification

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief that:

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

(ii) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(iii) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000 shall certify and disclose accordingly.

(iv) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

11. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (Huawei and ZTE)

(a) Contractor is prohibited from obligating or expending loan or grant funds to:

(i) Procure or obtain;

(ii) Extend or renew a contract to procure or obtain; or

(iii) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

12. BUY USA - DOMESTIC PREFERENCE FOR CERTAIN PROCUREMENTS USING FEDERAL funds.

(a) Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

(i) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(ii) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

13. PROCUREMENT OF RECOVERED MATERIALS : (applies only if the work involves the use of materials)

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii). Meeting contract performance requirements; or

(iii). At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. PUBLICATIONS. Any publications produced with funds from this award (if funded by a US Treasury grant award) must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

13. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

14. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

Apply these clauses only if construction bid awards over \$2,000 funded by federal grants.

15. CONSTRUCTION AWARDS – DAVIS-BACON ACT AND COPELAND ANTKICKBACK ACT

(a) For construction bid awards (or “contracts”), the following Davis-Bacon Act provisions apply:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have

been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the

agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the

classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages

of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) Copeland Anti-Kickback provision. Bid awardees and subcontractors may not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

(c) Contract Work Hours and Safety Standards Act provisions. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall

require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Sound Associates Inc for rental of stage, sound, and lighting equipment for a Mardi Gras Park concert for Events Department.

Amount of Contract:

\$15,000.00

Funding Source

General fund.

ATTACHMENTS:

1. 20240820 Sound Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: James Barber
Mayor's Office

Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Sound Associates Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Sound Associates Inc for rental of stage, sound, and lighting equipment for a Mardi Gras Park concert for Events Department.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$15,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

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

How many bidders submitted bids (if applicable): na

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

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>13317</u>	2024	(4010) SPECIAL EVENTS	RENTAL OF STAGE, SOUND, AND LIGHTING EQUIPMENT FOR A MARDI GRAS PARK CONCERT FOR EVENTS DEPARTMENT (PRICE BELOW BID REQUIREMENT)	\$15,000.00	<u>(194455) SOUND ASSOCIATES INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013317-00 FY 2024 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42140. Review: Buyer: Status: Released	Page 1
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Vendor
 SOUND ASSOCIATES INC
 5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
 Fax 251-443-8724

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 EVENTS@CITYOFMOBILE.ORG

Delivery Reference
 EVENTS DEPARTMENT

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 EVENTS DEPARTMENT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	194455				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
001	SOUND ASSOCIATES INC. QUOTE FOR FNL/MICHAEL JACKSON CONCERT on August 30, 2024, at Mardi Gras Park, 109 Government St. Mobile, AL 36602. Vendor is providing an Apex 3224 Hydraulic Stage System with 32'x24' performance deck, 4-PERSON TECHNICAL CREW, ALL NECESSARY LABOR AND TRUCKING, 100 KW GENERATOR, AND ALL ADDITIONAL NEEDED EQUIPMENT FOR SOUND AND LIGHTING. The vendor will receive full payment upon event completion or if the event is canceled on the day of the event. The City of Mobile will not provide payment for any event cancellation prior to the day of the event.	1.00 EACH	15000.00000	15000.00

1 1000.20.20.4010.4010.2005.0000.0000.42140. 15000.00

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 Delivery Reference
 SAINT HOPE WALKER

Deliver To

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013317-00 FY 2024 Acct No: 1000.20.20.4010.4010.2005.0000.0000.42140. Review: Buyer: Status: Released
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Page 2

Vendor
 SOUND ASSOCIATES INC
 5675 RABBIT CREEK DR

THEODORE, AL 36582

Tel#251-443-5001
 Fax 251-443-8724

Ship To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
 EVENTS@CITYOFMOBILE.ORG

Delivery Reference
 EVENTS DEPARTMENT

Deliver To
 PARKS & REC EVENTS DIVISION
 SAINT HOPE WALKER- SOUTH SIDE
 48 N. SAGE AVE
 MOBILE, AL 36607
Delivery Reference
 EVENTS DEPARTMENT

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/02/24	194455				SPECIAL EVENTS

LN	Description / Account	Qty	Unit Price	Net Price
	PARKS & REC EVENTS DIVISION			
	SAINT HOPE WALKER- SOUTH SIDE			
	48 N. SAGE AVE			
	MOBILE, AL 36607			

Requisition Link

Requisition Total 15000.00

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

Account	Amount	Remaining Budget
1000.20.20.4010.4010.2005.0000.0000.42140.		
	15000.00	
EVENTS EXP	MISCELLANEOUS SERVICES	

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

Activity	Date	Clerk	Comment
Queued	08/02/24	DONALD ROSE	
Queued	08/02/24	SANDRA LEWIS	
Queued	08/02/24	STEVEN KRONINGER	
Queued	08/02/24	SAMANTHA COOLEY	
Queued	08/02/24	JOHN PAINE	
Queued	08/02/24	MICHAEL SPAFFORD	

Authorized By: _____ Date: _____
 Signature



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Chris Lovvorn Pile Drivers Inc for removal and disposal of abandoned vessel from Dog River.

Amount of Contract:

\$46,000.00

Funding Source

NOAA derelict vessel removal grant

ATTACHMENTS:

1. 20240820 Lovvorn Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Chris Lovvorn Pile Drivers Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Chris Lovvorn Pile Drivers Inc for removal and disposal of
abandoned vessel from Dog River.
NOAA grant to remove derelict vessels/marine debris to restore marine habitats.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$46,000.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below public works bid requirement; competitive quotes.

How many bidders received bid packages (if applicable): 15

How many bidders submitted bids (if applicable): 1

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

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>11827</u>	2024	(2590) GRANT MANAGEMENT	REMOVAL AND DISPOSAL OF ABANDONED VESSEL FROM DOG RIVER (PRICE BELOW PUBLIC WORKS BID REQUIREMENT; COMPETITIVE QUOTES)	\$46,000.00	<u>(299234) CHRIS LOVVORN PILE DRIVERS INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011827-00 FY 2024 Acct No: 5033.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Approved	Page 1
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Vendor
CHRIS LOVVORN PILE DRIVERS INC
5989 BAYOU RD

MOBILE, AL 36605

Tel#2514547913

Ship To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644
KELSI.TIPPERY@CITYOFMOBILE.ORG

Delivery Reference
KELSI IN GRANTS

Deliver To
GRANTS ADMINISTRATION
205 GOVERNMENT STREET
4TH FLOOR SOUTH TOWER ROOM 454
MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	299234				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
001 Contractor needed for removal and disposal of two (2) derelict vessel from Dog River in the vicinity of Dog River Park. Vessel one is a large paddlewheel boat located across the river from the Dog River Park boat launch. Vessel two is a small wooden vessel adjacent to the paddlewheel. Mobile Contractor will develop and submit a removal plan for City approval before beginning any work, to include: . Equipment and personnel to be used . Stabilization plan . Containment, collection, and removal plan for any spills . Planned removal process and timeline . Transportation plan for vessel . Disposal plan for vessel: o Provide necessary spill barrier protection o Contain, report, and remove any sheen producing spills o Remove and dispose of vessel and contents . Must have a valid, current City of Mobile Business License at time of submission of quote. Provide proof of insurance.	1.00 EACH	46000.00000	46000.00
1 5033.10.00.0000.0000.0000.0000.42200. E G-NFWFNOAA.CONTRSERVC.			46000.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011827-00 FY 2024 Acct No: 5033.10.00.0000.0000.0000.0000.42200. Review: Buyer: Status: Approved	Page 2
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Vendor CHRIS LOVVORN PILE DRIVERS INC 5989 BAYOU RD MOBILE, AL 36605 Tel#2514547913	Ship To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644 KELSI.TIPPERY@CITYOFMOBILE.ORG Delivery Reference KELSI IN GRANTS Deliver To GRANTS ADMINISTRATION 205 GOVERNMENT STREET 4TH FLOOR SOUTH TOWER ROOM 454 MOBILE, AL 36644
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/12/24	299234				GRANT MANAGEMENT

LN Description / Account	Qty	Unit Price	Net Price
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Ship To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644
 Delivery Reference
 KELSI IN GRANTS

Deliver To
 GRANTS ADMINISTRATION
 205 GOVERNMENT STREET
 4TH FLOOR SOUTH TOWER ROOM 454
 MOBILE, AL 36644

Requisition Link

Requisition Total	46000.00
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***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E G-NFWFNOAA.CONTRSERVC.	46000.00	468864.12

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

Account	Amount	Remaining Budget
5033.10.00.0000.0000.0000.0000.42200.	46000.00	
NFWF GRANTS EXP		PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	07/12/24	DREANETTA BARNES	Auto approved by: 9105thrr

REQUEST FOR QUOTE

July 8, 2024

Requested by: City of Mobile Office of Grants Management

Please direct inquiries to: Kelsi Tippery
Grant Developer
Office of Grants Management
(251) 208-7870
Kelsi.tippery@cityofmobile.org



REQUEST FOR QUOTE FOR VESSEL REMOVAL AND DISPOSAL

Date Needed: Friday, July 12, 2024 @ 12:00 PM

Report Location: Dog River Park – 2459 Dog River Drive N, Mobile, AL 36605

GPS Coordinates: Latitude: 30.632228. Longitude: -88.102532

RFQ SPECIFICATIONS:

Contractor needed for removal and disposal of two (2) derelict vessel from Dog River in the vicinity of Dog River Park. Vessel one is a large paddlewheel boat located across the river from the Dog River Park boat launch. Vessel two is a small wooden vessel adjacent to the paddlewheel. To schedule a viewing of the vessel prior to submitting a quote, and for specific location information, please contact **Lt. John Angle at 251-208-1274**. Viewings will be scheduled on Wednesday, July 10.

Mobile Contractor will develop and submit a removal plan for City approval before beginning any work, to include:

- Equipment and personnel to be used
- Stabilization plan
- Containment, collection, and removal plan for any spills
- Planned removal process and timeline
- Transportation plan for vessel
- Disposal plan for vessel:
 - Provide necessary spill barrier protection
 - Contain, report, and remove any sheen producing spills
 - Remove and dispose of vessel and contents
- Must have a valid, current City of Mobile Business License at time of submission of quote

PLEASE SUBMIT QUOTES TO:

KELSI TIPPERY, GRANTS DEVELOPER @ kelsi.tippery@cityofmobile.org BY NO LATER THAN FRIDAY, JULY 12, 2024, AT 12:00PM



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Cellebrite Inc for one-year subscription for forensic extraction device software for MPD.

Amount of Contract:

\$44,121.00

Funding Source

Drug Enforcement Fund.

ATTACHMENTS:

1. 20240822 Cellebrite Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Cellebrite Inc

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Cellebrite Inc for one-year subscription for forensic
extraction device software for MPD.
Drug Enforcement Fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$44,121.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software.

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

How many bidders submitted bids (if applicable): na

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

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>13490</u>	2024	(1530) POLICE ADMIN SERVICES	ONE YEAR SUBSCRIPTION FOR CELLEBRITE FORENSIC EXTRACTION DEVICE SOFTWARE FOR MPD (BID EXEMPT AS SOFTWARE)	\$44,121.00	<u>(293683)</u> <u>CELLEBRITE INC</u>

Adopted:

City Clerk

=====	=====
Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fo1a
vendorinvoices@cityofmobile.org	Status: Approved
	Page 1
=====	=====

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
08/08/24	293683				POLICE ADMIN SERVICES
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

 *ADDITIONAL MODULES FOR THE EXISTING SOFTWARE PER STATE OF ALABAMA CODE 41-16-51(A)(15) SECURITY EXEMPTION AND 41-16-51(a)(8) SOFTWARE EXEMPTION. CELLEBRITE PREMIUM SOFTWARE RENEWAL FOR EXISTING FORENSIC AND INTELLIGENCE SYSTEMS. ALL CELLEBRITE SOFTWARE IS NOW ON THE SAME RENEWAL SCHEDULE. PRICE INCLUDES FREIGHT FOR RENEWAL UPGRADE DONGLES. CUSTOMER ID: SF-00171074 END DATE: JUL 29, 2025. EMAIL PO TO: PAOLA.FRANCISCO@CELLEBRITE.COM AS PER QUOTE #Q-406471-1.

001 LICENSE FOR SOFTWARE AS SPECIFIED:	3.00	7754.00000	23262.00
Additional Description Notes	EACH		

UFED 4PC ULTIMATE SUBSCRIPTION

ITEM #B-UFD-10-001

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020.			
E G-DRUG-ST .OPERSUPPLS.			23262.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
002	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED DONGLE KIT ITEM#F-KAS-00-001 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
003	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED 4PC HW KIT ITEM#F-UFD-05-003 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 4

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

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

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

004 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes	3.00 EACH	5000.00000	15000.00
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PREMIUM ES UNLIMITED END POINT SUBSCRIPTION

ITEM #B-AIS-02-094

START DATE: JULY 30,2024

END DATE: JULY 29, 2025

Vendor Item

Inventory Item/Loc 1723

1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.		15000.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Page 5

Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
005 LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- PREMIUM ES UNLIMITED END POINT SUBSCRIPTION ITEM #U-AIS-02-086 START DATE: JULY 30,2024 END DATE: JULY 29, 2025 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
006	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- CELLEBRITE PREMIUM ADAPTOR ITEM #U-AIS-02-105 Vendor Item Inventory Item/Loc 1723	3.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

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Bill To	Requisition 00013490-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	4035.30.15.0000.0000.1530.0000.0000.44020.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
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Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210
 PARSIPPANY, NJ 07660
 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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08/08/24	293683				POLICE ADMIN SERVICES
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LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
	Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
007	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD SUBSCRIPTION ITEM#B-UFD-10-034 START DATE: JULY 30,2024 END DATE: JULY 29, 2025 Vendor Item Inventory Item/Loc 1723	1.00 EACH	4784.00000	4784.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			4784.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 8
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
008	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD FULL ANALYZER SUBSCRIPTION ITEM#S-UFD-15-088 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 9
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
009	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED DONGLE KIT ITEM #F-KAS-00-001 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 10
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
010	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- UFED CLOUD PACKING KIT ITEM#F-KAS-04-002 Vendor Item Inventory Item/Loc 1723	1.00 EACH	0.00000	0.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 11
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606 Deliver To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606			
011	LICENSE FOR SOFTWARE AS SPECIFIED: Additional Description Notes ----- SMART TRANSLATOR, SINGLE LANGUAGE TRANSLATION ITEM #S-UFD-04-040 START DATE: JULY 30,2024 END DATE: JULY 29, 2025 Vendor Item Inventory Item/Loc 1723	1.00 EACH	735.00000	735.00
1	4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			735.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 12
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

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

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

012 FREIGHT	1.00 EACH	340.00000	340.00
Vendor Item Inventory Item/Loc 14009			
1 4035.30.15.0000.0000.1530.0000.0000.44020. E G-DRUG-ST .OPERSUPPLS.			340.00

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET
 MOBILE, AL 36606

[Requisition Link](#)

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved	Page 13
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Vendor CELLEBRITE INC 7 CAMPUS DRIVE SUITE 210 PARSIPPANY, NJ 07660 Tel#201-848-8552	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET MOBILE, AL 36606
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Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

LN Description / Account	Requisition Total	Qty	Unit Price	Net Price
				44121.00

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

Account	Amount	Remaining Budget
E G-DRUG-ST .OPERSUPPLS.	44121.00	.00

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

Account	Amount	Remaining Budget
4035.30.15.0000.0000.1530.0000.0000.44020.	44121.00	
DRUG ENFORCEMENT FUND EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
Forward	08/08/24	JAMES BARBER	Automatic Forward to 910519885
Approved	08/09/24	RODNEY GREELEY	R.G.
Approved	08/09/24	BRANDI MONTGOMERY	Auto approved by: 910510512
Approved	08/09/24	WILLIAM JACKSON	Auto approved by: 910510512
Approved	08/09/24	WILLIAM REED	Auto approved by: 910510512
Approved	08/13/24	DREANETTA BARNES	Auto approved by: 910520990
Approved	08/13/24	TRAVIS MARSHALL	Auto approved by: 910520990
Approved	08/13/24	SHAUNAGYE SIMMS	
Approved	08/13/24	RANDY THREADGILL	Auto approved by: 910520990
Approved	08/21/24	DONALD ROSE	Auto approved by: 9105fola
Approved	08/21/24	SANDRA LEWIS	Auto approved by: 9105fola
Approved	08/21/24	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	08/21/24	SAMANTHA COOLEY	Auto approved by: 9105fola
Approved	08/21/24	ANNE FOLEY	
Approved	08/21/24	JOHN PAINE	Auto approved by: 9105fola
Approved	08/21/24	MICHAEL SPAFFORD	Auto approved by: 9105fola

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013490-00 FY 2024 Acct No: 4035.30.15.0000.0000.1530.0000.0000.44020. Review: Buyer: 9105fola Status: Approved
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Vendor
 CELLEBRITE INC
 7 CAMPUS DRIVE
 SUITE 210

 PARSIPPANY, NJ 07660

 Tel#201-848-8552

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/08/24	293683				POLICE ADMIN SERVICES

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



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Galls LLC for 116 bullet-proof vests for MPD.

Amount of Contract:

\$69,530.40

Funding Source

General fund.

ATTACHMENTS:

1. 20240822 Galls Agenda Package POs

REVIEWERS:

Donald Rose

James Barber

AGENDA ITEM SUMMARY SHEET

[Print Page](#)[Reset](#)

Agenda of: 27 August 2024
Date

Item No. _____

Submitted by: _____
Procurement
Department

John Paine, Purchasing Agent
Department Head

Sponsored by: _____
William S. Stimpson
Name

Mayor
Title

Reviewed by: _____
Executive Director

Routing Authorized: _____
James Barber
Mayor's Office

_____ Date

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Galls LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Galls LLC for 116 bullet-proof vests for MPD.
General fund.

RESOLUTION ☒

ORDINANCE ☐

OTHER ☐

AMOUNT OF CONTRACT: \$69,530.40

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)

Type: _____

Amount: _____

Future years

Year: _____

Amount: _____

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

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Buy Board cooperative purchasing agreement, not on state contract.

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

How many bidders submitted bids (if applicable): na

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

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>13569</u>	2024	(1530) POLICE ADMIN SERVICES	116 BULLET-PROOF VESTS FOR MPD (BUY BOARD COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$69,530.40	<u>(070216) GALLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
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Page 1

Vendor
 GALLS LLC
 P O BOX 71628

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

CHICAGO, IL 60694-1628

Tel#859-266-7227
 Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER BUYBOARD CONTRACT 670-22 VEST PROTECTIVE, BULLET PROOF, LEVEL 2, WITH METAL IMPACT PLATE AND EXTRA NAVY BLUE CARRIER. VENDOR TO PROVIDE POINT BLANK SD6B20CS0P. AS PER BUY BOARD CONTRACT #670-22. Additional Description Notes	116.00 EACH	599.40000	69530.40
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1. 7437 Check, Paul
2. 11606 Black, Sean
3. 9954 Kelley, Michael
4. 13149 Saunders, Tilford (to
be fitted)
5. 16683 Andrews, Margo
6. 19430 Corbett, James
7. 19441 Flowers, John
8. 7661 Freeman, Frederick
9. 14598 Jones, Alex
10. 18802 Knox, Jeremy
11. 6952 Manning, James
12. 10028 Sutherland, Byron
13. 13584 Portis, Deandre
14. 15285 McDonald, Derrick

Bill To	Requisition 00013569-00 FY 2024
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1530.1542.1530.0000.0000.47020.
MOBILE, AL	Review:
36601	Buyer: 910520704
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2

Vendor	Ship To
GALLS LLC	POLICE HEADQUARTERS
P O BOX 71628	2460 GOVERNMENT STREET

MOBILE, AL 36606

CHICAGO, IL 60694-1628

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
15.	10077 Collier, Frank			
16.	12549 Latham, Bradley			
17.	19475 Pulliam, Nicholas			
18.	15329 Callegari, Paul			
19.	18601 Thomas, Jonathan (to be fitted)			
20.	3959 Brown, Lovell (to be fitted)			
21.	12906 Hahlen, Robert			
22.	16984 Reyes, David			
23.	15317 Clark, Terry			
24.	15027 Gipson, Daryl			
25.	15033 McCarthy, Nathaniel (to be fitted)			
26.	14589 Taylor, Kenyada (to be fitted)			
27.	18584 Rester, Ronnie			
28.	18375 Stewart, James			
29.	13092 McMichael, Deron			
30.	13464 Eldridge, Torino			
31.	18336 Frazier, Katrina			
32.	18615 Dillon, Emmanuel (to be fitted)			
33.	17654 Hill, Daniel			
34.	18594 Homsher, Luther (to be fitted)			
35.	18590 Laster, Steven			
36.	18604 Long, Tyrese (to be fitted)			
37.	18128 Reeves, Alijah			
38.	18585 Uptagraft,			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 3
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
	Christopher (to be fitted)			
39.	15717 Weaver, Joshua			
40.	16873 Black, Brittany			
41.	7560 Garrett, Matthew			
42.	12548 Degeer, Charles			
43.	12625 Booth, Jeffery			
44.	8972 Campbell, Armand			
45.	9041 Blakely, Ryan			
46.	7666 Curd, Richard			
47.	15718 Gee, Jarod			
48.	7450 Hicks, John			
49.	10853 Lowry, John			
50.	11018 McCracken, Mark (to be fitted)			
51.	11633 Goodman, David			
52.	18220 Young, Arak			
53.	19866 Johnson, Nigel			
54.	17235 Jones, Nathan			
55.	12103 Matthew James (to be fitted)			
56.	12630 Moyer, Christopher			
57.	11803 Hallmark, James			
58.	7454 Patterson, Dwayne			
59.	12553 Hodge, Russell			
60.	8473 Corley, Jeffrey (to be fitted)			
61.	18595 Bolton, Eric (to be fitted)			
62.	15081 Little, Leslie			
63.	12409 Black, Anthony			
64.	18852 New, Stacy			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 4
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Vendor
GALLS LLC
P O BOX 71628

Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
65.	10512 Greeley, Rodney			
66.	12306 Hudson, William			
67.	6797 Goodwin, John			
68.	13429 Hebert, Joseph			
69.	12301 Perkins Terrence (to be fitted)			
70.	21207 Woodside, Dalton			
71.	18324 Sentelle, Travis			
72.	11706 Shirey, Matthew			
73.	15234 Stewart, Riley			
74.	5688 Glover, Mickie (to be fitted)			
75.	10680 Jones, Melvin			
76.	12304 Ladnier, Stanley			
77.	14482 Joerger, Joshua			
78.	3427 Molyneaux, John			
79.	14890 Motykiewicz, Michael			
80.	13304 Owens, Dennis			
81.	18311 Kinzer, Alexis			
82.	16867 Myers, Jonathan (to be fitted)			
83.	11630 Miller, Charles			
84.	14412 Naman, Kevin			
85.	11799 Reeher, Brian			
86.	12357 Welch, Charles			
87.	10679 Screws, Louis (to be fitted)			
88.	16674 Rivers, Brian			
89.	16508 Schlumpf, Shawn			
90.	14539 Snyder, Robert (to be fitted)			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 5
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
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CHICAGO, IL 60694-1628	MOBILE, AL 36606
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Tel#859-266-7227
 Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
91.	13466 Palmer, Patrick (to be fitted)			
92.	18848 Soto, Jordon			
93.	18382 Hobdy, Kahdra			
94.	16975 welch, Charlie			
95.	14410 Michael Cook			
96.	13419 Badon, Sarah			
97.	18086 Sheritt, David			
98.	15032 Looney, Darlene (to be fitted)			
99.	15839 Hollis, Melissa			
100.	12011 Atkins, Aaron			
101.	18847 Gill, Roger			
102.	16510 Copeland, Jeanie (to be fitted)			
103.	16597 Bryant, Christian			
104.	19860 Daniels, Cody			
105.	3545 Ramey, Richard			
106.	9965 Lambert, Reginal			
107.	15922 Evans, Eugene			
108.	17696 Breslin, Mark			
109.	16684 Canning, John (to be fitted)			
110.	21154 Burgdorf, Brian			
111.	18221 Loper, Xavier (to be fitted)			
112.	11802 Mullen, William			
113.	19444 Holt, Christian (to be fitted)			
114.	18388 Martinez Vigoa, Osviel (to be fitted)			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved	Page 6
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Vendor GALLS LLC P O BOX 71628	Ship To POLICE HEADQUARTERS 2460 GOVERNMENT STREET
--------------------------------------	--

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
Fax 859-269-3492

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET

MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
115.	16675 Rebhorn, Ian			
116.	18381 Kilburn, Kimberly			
	Vendor Item			
	Inventory Item/Loc 4502			

1	1000.30.15.1530.1542.1530.0000.0000.47020.			69530.40
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Ship To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Deliver To
POLICE HEADQUARTERS
2460 GOVERNMENT STREET
MOBILE, AL 36606

Requisition Link

Requisition Total	69530.40
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1530.1542.1530.0000.0000.47020.		
	69530.40	
SUPPORT SERVICE DIV EXP	EQUIPMENT (LESS THAN \$5000)	

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

Activity	Date	Clerk	Comment
Approved	08/12/24	EMILY NORTON	

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00013569-00 FY 2024 Acct No: 1000.30.15.1530.1542.1530.0000.0000.47020. Review: Buyer: 910520704 Status: Approved
--	--

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Vendor
 GALLS LLC
 P O BOX 71628

Ship To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

CHICAGO, IL 60694-1628

MOBILE, AL 36606

Tel#859-266-7227
 Fax 859-269-3492

Deliver To
 POLICE HEADQUARTERS
 2460 GOVERNMENT STREET

 MOBILE, AL 36606

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
08/09/24	070216				POLICE ADMIN SERVICES

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

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



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

Rachel Laurie Riddle
Chief Examiner

September 1, 2023

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by BuyBoard, a national, intergovernmental purchasing cooperative, created in accordance with Maryland and Rhode Island state statutes, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by the Texas Association of School Boards, who served as the procurement administrator with BuyBoard's Board of Directors, using established ranking criteria.

Based on the Department's review, the competitive bid process used by BuyBoard is approved for use through **December 31, 2024**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing BuyBoard, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

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

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than \$100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

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

Sincerely,

A handwritten signature in black ink, appearing to read 'RLR', with a stylized flourish at the end.

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm



April 2, 2024

Sent via email to: cooperative@galls.com

Tiffany Brewer
Galls, LLC
1340 Russell Cave Rd.
Lexington, KY 40505

Re: Uniforms and Accessories
BuyBoard Contract 670-22

The Local Government Purchasing Cooperative (BuyBoard) awarded your company a contract under Uniforms and Accessories, Contract 670-22, for which the current term is set to expire May 31, 2024. At this time, the BuyBoard is renewing your contract through May 31, 2025. This will be the final renewal of this contract.

All discounts, terms, and conditions of your contract will remain the same. If you agree to this renewal, there is nothing you need to do. However, if you do not agree to this renewal, you must notify me via email at contractadmin@buyboard.com prior to the start of the renewal term.

If you have questions or comments concerning this renewal, please contact me as soon as possible at contractadmin@buyboard.com. We appreciate your interest in The Local Government Purchasing Cooperative.

Sincerely,

Jim Tulberg

Jim Tulberg
Contract Administrator

final renewal v.02.13.2020

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

1. Discount (%) off catalog/pricelist for Purchase of Band Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Marchmaster	Directors Showcase & StylePlus pricelist	3%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	No
Stage Accents	Stage Accents pricelist	0%	No
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Distractions, Inc.	Augusta pricelist	12%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	Body Wrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Distractions, Inc.	Dance Class pricelist	12%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Marchmaster	Directors Showcase & StylePlus pricelist	3%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

2. Discount (%) off catalog/pricelist for Purchase of Flag Corps Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Style Plus Band pricelist	0%	Yes
Reynolds Uniforms	Style Plus Band pricelist (0%-25%)	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

3. Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
DeMoulin Brothers and Company	Applause Tux Coats pricelist	5%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Marchmaster	Cousins pricelist	3%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Dance Sophisticates, Inc.	DS Formal Apparel pricelist	0%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Fruhauf Uniforms, Inc.	Fruhauf Uniforms pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Dance Time, LLC	Style Plus pricelist	15%	No
Reynolds Uniforms	Style Plus pricelist 0%-25%	0%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

3. Discount (%) off catalog/pricelist for Purchase of Formal Wear for Bands and Orchestra, Related Supplies and Accessories (dresses, tuxedos, jackets, pants)

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

4. Discount (%) off catalog/pricelist for Purchase of Show Choir Wear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
DeMoulin Brothers and Company	Applause Tux Coats pricelist	0%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Marchmaster	Cousins pricelist	3%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Director's Assistant	Director's Assistant pricelist	4%	Yes
Reynolds Uniforms	Director's Showcase pricelist	0%	Yes
Dance Sophisticates, Inc.	DS Show Choir Apparel pricelist	0%	Yes
Ace T-Shirts	Essentials 2022	12%	No
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Reynolds Uniforms	Style Plus pricelist 0%-25%	0%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

5. Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
DeMoulin Brothers and Company	Algy by DeMoulin pricelist	0%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Anchorage Unlimited	Anchorage Unlimited pricelist	5%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	Yes
Dance Time, LLC	Augusta pricelist	15%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	Body Wrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Dance Time, LLC	Dance Time pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco pricelist	10%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

5. Discount (%) off catalog/pricelist for Purchase of Cheerleading Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	Yes
Distractions, Inc.	TeamLeader pricelist	0%	No
Texas Motion Sport, LLC	TMS CG WG Band Catalog	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Varsity Spirit Fashion	Varsity Spirit 2022 Catalog	0%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
DeMoulin Brothers and Company	Algy by DeMoulin pricelist	0%	Yes
Dance Time, LLC	Algy pricelist	15%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	No
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	BodyWrappers pricelist	12%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	No
Cheers Etc. Inc.	Cheers Etc. Catalog 2021	0%	No
Distractions, Inc.	Dance Class pricelist	12%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Down Patt	Down Patt pricelist	0%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Floyette Originals, Inc.	Floyette Originals pricelist	0%	Yes
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

6. Discount (%) off catalog/pricelist for Purchase of Drill Team Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Dance Time, LLC	Motion Wear pricelist	15%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	No
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

7. Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
America Team Sports	America Team Sports pricelist	40%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Distractions, Inc.	Augusta pricelist	12%	Yes
Marchmaster	AWCT pricelist	3%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
Distractions, Inc.	Bloch pricelist	12%	Yes
Distractions, Inc.	Body Wrappers pricelist	12%	Yes
Dance Time, LLC	Capezio pricelist	15%	No
Champion Teamwear	Champion Teamwear pricelist	10%	No
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Distractions, Inc.	Dance Class pricelist	12%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes
Dance Sophisticates, Inc.	DS Performance Apparel pricelist	0%	Yes
Marchmaster	DSI pricelist	3%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Floyette Originals, Inc.	Floyette Originals pricelist	0%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
Dance Time, LLC	Motion Wear pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

7. Discount (%) off catalog/pricelist for Purchase of Dancewear, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Distractions, Inc.	Pastry pricelist	10%	Yes
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Reynolds Uniforms	Reynolds Uniforms pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Marchmaster	StylePlus pricelist	3%	Yes
TeamLeader, Inc.	TeamLeader Catalog	5%	Yes
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Varsity Spirit Fashion	Varsity Spirit 2022 Catalog	0%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	A4 Catalog	5%	No
America Athletic Wear	AAW Catalog	40%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
NAFECO	Anchor Uniforms pricelist	26%	No
Anchorage Unlimited	Anchorage Unlimited pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	25%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	Yes
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	Yes
Distractions, Inc.	Augusta pricelist	12%	Yes
Reynolds Uniforms	Augusta Sportswear pricelist 0%-25%	0%	Yes
Marchmaster	AWCT pricelist	3%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	Yes
NAFECO	Bates Footwear pricelist	24%	Yes
Distractions, Inc.	Bloch pricelist	12%	No
Distractions, Inc.	BodyWrappers pricelist	12%	No
Dance Time, LLC	Capezio pricelist	15%	No
Champion Teamwear	Champion Teamwear pricelist	10%	Yes
Cheerleading Company Inc.	Cheerleading Company BuyBoard pricelist	3%	Yes
Cousin's Concert Attire	Cousin's Concert Attire pricelist	0%	Yes
Distractions, Inc.	Dance Class pricelist	12%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	Yes
Reynolds Uniforms	Director's Showcase pricelist 0%-25%	0%	Yes
Distractions, Inc.	Distractions Custom Designs pricelist	12%	Yes

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8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Marchmaster	DSI pricelist	3%	Yes
NAFECO	Dutyman pricelist	15%	No
NAFECO	Elbeco pricelist	14%	Yes
Ace T-Shirts	Essentials 2022	12%	Yes
Dance Time, LLC	Eurotard pricelist	15%	No
Fred J. Miller, Inc.	FJM Images pricelist	0%	Yes
Floyette Originals, Inc.	Floyette Originals pricelist	0%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	No
Intrepid Sportswear, Inc.	Intrepid Sportswear pricelist	10%	Yes
Leapin' Leotards Ltd.	Leapin' Leotards pricelist	0%	Yes
McCormick's Group LLC	McCormick's Group pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Distractions, Inc.	Pastry pricelist	10%	No
Distractions, Inc.	Pepco Poms pricelist	10%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Southeastern Performance Apparel	Southeastern pricelist	2%	Yes
Proforma A-Z Specialties, Inc.	Sport Tek Catalog	10%	Yes
Stage Accents	Stage Accents pricelist	0%	Yes
Stanbury Uniforms, Inc.	Stanbury Uniforms pricelist	0%	Yes
Distractions, Inc.	Style Plus Band pricelist	0%	Yes
Marchmaster	Style Plus pricelist	3%	Yes

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8. Discount (%) off catalog/pricelist for Purchase of All Other Performance Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Reynolds Uniforms	Sytle Plus pricelist 0%-25%	0%	Yes
Team Express	Team Express pricelist	20%	Yes
Distractions, Inc.	Team Leader pricelist	0%	No
TeamLeader, Inc.	TeamLeader Catalog	5%	No
Texas Motion Sport, LLC	TMS Team Catalog	0%	Yes
Tote Unlimited	TOTE Unlimited	0%	Yes
Tuxedo Connect	Tuxedo Connect pricelist	25%	Yes
Tuxedo Wholesaler	Tuxedo Wholesaler pricelist	2%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	Yes
NAFECO	Weinbrenner/Thorogood Work pricelist	25%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	No

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	5.11 Tactical pricelist	15%	Yes
NAFECO	5.11 Tactical pricelist	8%	No
Summit Uniforms	5.11 Tactical pricelist	15%	Yes
NAFECO	Alpha Broder pricelist	18%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
NAFECO	Anchor Uniforms pricelist	26%	Yes
NAFECO	Armor Express pricelist	24%	Yes
Summit Uniforms	ASP pricelist	15%	Yes
NAFECO	Atlenco - TruSpec pricelist	18%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Barefoot Athletics	Barefoot Athletics pricelist	0%	Yes
NAFECO	Bates Footwear pricelist	24%	Yes
Summit Uniforms	Belleville Boots pricelist	15%	Yes
Nardis, Inc.	Belleville pricelist	15%	Yes
Summit Uniforms	Bianchi pricelist	15%	Yes
NAFECO	Blackinton pricelist	18%	Yes
Nardis, Inc.	Blackinton pricelist	15%	No
Summit Uniforms	Blauer pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Summit Uniforms	Danner pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
NAFECO	Dutyman pricelist	15%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	No
NAFECO	Edwards Garments pricelist	26%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
NAFECO	Elbeco pricelist	14%	Yes
Ace T-Shirts	Essentials 2022	12%	No
Nardis, Inc.	First Tactical pricelist	15%	Yes
Summit Uniforms	First Tactical pricelist	15%	Yes
NAFECO	First Tactical pricelist	14%	No
Nardis, Inc.	Flying Cross	15%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	Yes
Summit Uniforms	Flying Cross/Fecheimer pricelist	15%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
NAFECO	Gerber Outwear pricelist	10%	Yes
Glendale Parade Store, LLC	Glendale pricelist	0%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Nardis, Inc.	Gould and Goodrich	15%	Yes
Gunfighter Supply, LLC	Gunfighter Supply Uniform pricelist	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
NAFECO	Haix pricelist	15%	Yes
Nardis, Inc.	Hero's Pride	15%	Yes
NAFECO	Liberty Uniforms pricelist	26%	Yes
Nardis, Inc.	Lion pricelist	15%	No
NAFECO	Lion pricelist	31%	Yes
Calfee Specialties	Lutz pricelist	15%	Yes
Maxari	Maxari pricelist	0%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Summit Uniforms	Paraclete pricelist	15%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Summit Uniforms	Point Blank pricelist	30%	Yes
NAFECO	Point Blank pricelist	16%	No
NAFECO	Portwest pricelist	16%	Yes
Summit Uniforms	Propper pricelist	15%	Yes
Nardis, Inc.	Propper pricelist	15%	Yes
NAFECO	Propper pricelist	14%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
NAFECO	Rocky Boots pricelist	6%	Yes
ROE Tactical	ROE Tactical Beyond pricelist 7%-20%	7%	Yes
Summit Uniforms	Safariland pricelist	15%	Yes
Nardis, Inc.	Safariland pricelist	15%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Summit Uniforms	Sanmar - Port Authority pricelist	15%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Nardis, Inc.	Sanmar pricelist	15%	Yes
NAFECO	Smith & Warren pricelist	25%	Yes
Nardis, Inc.	Smith and Warren pricelist	15%	No
NAFECO	Southeastern Shirts pricelist	12%	Yes
Summit Uniforms	Spiewak pricelist	15%	No
Nardis, Inc.	Spiewak pricelist	15%	No
NAFECO	Spiewak pricelist	26%	Yes
Summit Uniforms	Steiner Optics pricelist	15%	No
Nardis, Inc.	Strong Leather pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	No
Tote Unlimited	TOTE Unlimited	0%	No
Nardis, Inc.	Tru Spec pricelist	15%	Yes

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9. Discount (%) off catalog/pricelist for Purchase of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Nardis, Inc.	Vertx pricelist	15%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Weinbrenner / Thorogood Fire pricelist	25%	Yes
NAFECO	Workrite FR pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Summit Uniforms	Workwear Outfitters pricelist	15%	Yes

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10. Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Calfee Specialties	Alpha Broder pricelist	15%	Yes
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Barefoot Athletics	Barefoot Athletics pricelist	0%	Yes
Nardis, Inc.	Belleville pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Maxari	Dickies pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Nardis, Inc.	Flying Cross pricelist	15%	Yes
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
NAFECO	Liberty Uniforms pricelist	26%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	RedKap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes

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10. Discount (%) off catalog/pricelist for Purchase of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Nardis, Inc.	Sanmar pricelist	15%	No
NAFECO	Southeastern pricelist	12%	Yes
Nardis, Inc.	Spiewak pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	No
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Weinbrenner/Thorogood Work pricelist	25%	Yes
Anchorage Unlimited	Workwear Catalog	5%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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11. Discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Calfee Specialties	Blue Generation pricelist	15%	Yes
Anchorage Unlimited	ChefWear pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Maxari	Dickies pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
NAFECO	Edwards Garments pricelist	26%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Happy Chef Uniforms	Happy Chef pricelist	0%	Yes
Anchorage Unlimited	Happy Chef pricelist	5%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	Red Kap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No

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11. Discount (%) off catalog/pricelist for Purchase of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	Sanmar pricelist	15%	No
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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12. Discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Maxari	Horace pricelist	0%	Yes
Calfee Specialties	Landau pricelist	15%	Yes
Anchorage Unlimited	Medical Uniforms pricelist	5%	Yes
Maxari	Medical Uniforms Supplies pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Maxari	Redkap pricelist	0%	Yes
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Proforma A-Z Specialties, Inc.	Scrub Authority pricelist	10%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Anchorage Unlimited	Wonderwink Catalog	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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12. Discount (%) off catalog/pricelist for Purchase of Medical and Nursing Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Maxari	Workwear pricelist	0%	Yes

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13. Discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Calfee Specialties	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Dance Time, LLC	BAW pricelist	15%	No
Coastal Enterprises	Coastal Enterprises pricelist	10%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	No
Designs In Thread	Designs In Thread pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edward's Garment pricelist	15%	No
NAFECO	Edwards Garments pricelist	26%	Yes
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Anchorage Unlimited	Polo and Knits Catalog	5%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No

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13. Discount (%) off catalog/pricelist for Purchase of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Nardis, Inc.	Sanmar pricelist	15%	No
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Anchorage Unlimited	Woven and Dress Shirt Catalog	5%	Yes

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14. Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	A4 Catalog	5%	No
America Athletic Wear	AAW Catalog	40%	No
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	No
Aramark Uniform Services	Aramark pricelist	25%	Yes
Anchorage Unlimited	AS Catalog	5%	No
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	No
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	No
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Dance Time, LLC	BAW pricelist	15%	No
Calfee Specialties	Blue Generation pricelist	15%	Yes
Anchorage Unlimited	ChefWear pricelist	5%	No
Coastal Enterprises	Coastal Enterprises pricelist	10%	No
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Maxari	Edwards pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Anchorage Unlimited	Happy Chef pricelist	5%	No
Anchorage Unlimited	Medical Uniforms pricelist	5%	No
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	No

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14. Discount (%) off catalog/pricelist for Purchase of Student Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Minority Authority Uniform LLC	SanMar Catalog	25%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Calfee Specialties	Sanmar pricelist	15%	No
Anchorage Unlimited	Specialty Apparel pricelist	5%	Yes
Tote Unlimited	TOTE Unlimited	0%	No
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Anchorage Unlimited	Wonderwink Catalog	5%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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15. Discount (%) off catalog/pricelist for Purchase of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	No
Aramark Uniform Services	Aramark pricelist	25%	Yes
Calfee Specialties	Broberry pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Maxari	MSC Arc Flame pricelist	0%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
NAFECO	Portwest pricelist	16%	Yes
AMC Promotions	Rasco pricelist	5%	No
Minority Authority Uniform LLC	Rasco FR Catalog	25%	No
Calfee Specialties	Rasco pricelist	15%	Yes
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
NAFECO	Workrite FR pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

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16. Discount (%) off catalog/pricelist for Purchase of Industrial Towels.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
America Athletic Wear	AAW Catalog	40%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022	15%	No
Designs In Thread	Designs In Thread pricelist	0%	No
Ace T-Shirts	Essentials 2022	12%	No
Anchorage Unlimited	Linen's pricelist	5%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	No
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	No
Webb's Uniforms	Webb's Uniforms pricelist	0%	No
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Nardis, Inc.	5.11 Tactical pricelist	15%	Yes
America Athletic Wear	AAW Catalog	40%	Yes
Nardis, Inc.	Alpha Broder pricelist	15%	Yes
Imprezos Pro Uniforms, LLC	Alpha Catalog	10%	No
Big Star Branding, Inc.	Alphabroder Essentials US 2022 pricelist	15%	Yes
America Team Sports	America Team Sports pricelist	40%	Yes
Aramark Uniform Services	Aramark pricelist	25%	Yes
Cardinal's Sport Center	ASI Catalog 25% - 40%	25%	Yes
Athletic Supply, Inc.	ASI Team pricelist 25%-40%	25%	Yes
Band Shoppe	Band Shoppe Catalog 2021-2022	0%	No
Nardis, Inc.	Belleville pricelist	15%	Yes
Nardis, Inc.	Blackinton pricelist	15%	Yes
Nardis, Inc.	Blauer pricelist	15%	Yes
Coastal Enterprises	Coastal Enterprises pricelist	10%	Yes
DeMoulin Brothers and Company	DeMoulin Bros pricelist	0%	Yes
Designs In Thread	Designs In Thread pricelist	0%	Yes
Proforma A-Z Specialties, Inc.	Edwards Catalog	10%	No
Nardis, Inc.	Edwards Garment pricelist	15%	Yes
Ace T-Shirts	Essentials 2022	12%	Yes
Nardis, Inc.	First Tactical pricelist	15%	Yes
Nardis, Inc.	Flying Cross	15%	No
NAFECO	Flying Cross by Fecheimer pricelist	30%	Yes
C&C Sporting Goods	Founder Sports pricelist	20%	No
Galls, LLC	Galls 2021 Catalog	15%	Yes
Global Trading, Inc.	Global Trading pricelist	25%	Yes
Nardis, Inc.	Gould and Goodrich	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Anchorage Unlimited	GSS Catalog - Hi-Vis apparel pricelist	5%	Yes
Got You Covered Work Wear & Uniforms	GYC Uniforms pricelist	15%	Yes
Nardis, Inc.	Hero's Pride pricelist	15%	Yes
Nardis, Inc.	Lion pricelist	15%	No
NAFECO	Lion Stationwear pricelist	31%	Yes
Calfee Specialties	Lutz pricelist	15%	Yes
Maxari	Maxari pricelist	0%	Yes
Nardis, Inc.	Neese pricelist	15%	Yes
DBS Texas - Houston	New Newer Newest 2021 pricelist	12%	Yes
NAFECO	Portwest pricelist	16%	Yes
Nardis, Inc.	Propper pricelist	15%	Yes
Rain Ponchos Plus, LLC	Rain Ponchos Plus pricelist	0%	Yes
Nardis, Inc.	Safariland pricelist	15%	Yes
Minority Authority Uniform LLC	Saf-T-Glove Inc. Catalog	25%	Yes
AMC Promotions	SanMar Essentials US 2022 pricelist	5%	No
Big Star Branding, Inc.	SanMar Essentials US 2022 pricelist	15%	Yes
Nardis, Inc.	Sanmar pricelist	15%	Yes
Nardis, Inc.	Smith and Warren pricelist	15%	Yes
Nardis, Inc.	Spiewak pricelist	15%	Yes
Nardis, Inc.	Strong Leather pricelist	15%	Yes
Nardis, Inc.	Thorogood pricelist	15%	Yes
Tote Unlimited	TOTE Unlimited	0%	Yes
Nardis, Inc.	Tru Spec pricelist	15%	Yes
Tuxedo Connect	Tuxedo Connect pricelist	25%	No
Nardis, Inc.	Under Armour pricelist	15%	Yes
Nardis, Inc.	Vertx pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

17. Discount (%) off catalog/pricelist for Purchase of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Webb's Uniforms	Webb's Uniforms pricelist	0%	Yes
NAFECO	Workrite pricelist	5%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes
Big Star Branding, Inc.	Workwear Outfitters pricelist	15%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

18. Discount (%) off catalog/pricelist for Rental of Public Safety (police, fire, EMS, security, etc.) Uniforms, Related

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

19. Discount (%) off catalog/pricelist for Rental of Custodial and Maintenance Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

20. Discount (%) off catalog/pricelist for Rental of Food Service Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

21. Discount (%) off catalog/pricelist for Rental of Medical and Nursing Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

22. Discount (%) off catalog/pricelist for Rental of Business Uniforms (Career Apparel), Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

23. Discount (%) off catalog/pricelist for Rental of All Other Work-Related Uniforms, Related Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

24. Discount (%) off catalog/pricelist for Rental of Industrial Towels.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	10%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Facility Services Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

25. Discount (%) off catalog/pricelist for Rental of Industrial Mats.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	10.0%	Yes
Aramark Uniform Services	Aramark pricelist	15.0%	Yes
Designs In Thread	Designs In Thread pricelist	0.0%	No
UniFirst Corp.	Facility Services Catalog	40.0%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

26. Discount (%) off catalog/pricelist for Rental of Industrial Mop Service.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	10%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Facility Services Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

27. Discount (%) off catalog/pricelist for Rental of ARC Rated/Flame Resistant Uniforms, Related Supplies and Accessories.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
AlSCO, Inc.	AlSCO Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes

The Local Government Purchasing Cooperative

For the Period 06/01/2022 to 05/31/2023

Proposal Specification Report for Uniforms and Accessories 670-22

28. Discount (%) off catalog/pricelist for Rental of All Other Industrial Uniform, Related Products, Supplies and Accessories not listed above.

Vendor Name	Vendor Catalog Information	Percent Discount	Award
Alsco, Inc.	Alsco Uniforms pricelist	5%	Yes
Aramark Uniform Services	Aramark pricelist	15%	Yes
Designs In Thread	Designs In Thread pricelist	0%	No
Tote Unlimited	TOTE Unlimited	0%	No
UniFirst Corp.	Uniform Rental Catalog	40%	Yes



August 21, 2024

Dear Councilmembers:

The attached resolution involves two permanent sidewalk easements for the Dr. Martin Luther King Jr. Avenue complete streets project:

1. From Spire Gulf Inc. to City of Mobile along Dr. Martin Luther King Jr. Ave between Beauregard St and Marmotte St.
2. From City of Mobile to City of Mobile at MLK Park, at the corner of Dr. Martin Luther King Jr. Ave and Kennedy St.

As part of the Redeveloping Broad Street Phase Four Project, COM Project No. 2023-2045-01, new sidewalks will be installed as part of the overall complete streets transformation along the MLK corridor. Redeveloping Broad Street is a Complete Streets Initiative. It aims to provide safe vehicular, pedestrian and bicycle-friendly access, reconnect severed neighborhoods, reconstruct aging underground infrastructure, create attractive and cohesive streetscapes, and stimulate an economically vibrant and active street environment. Once complete, it will revitalize one of the most widely used corridors in Mobile with new modernized street surfaces, bicycle lanes, handicap-accessible sidewalks, upgraded stormwater drainage, gas, water and sewer lines, and improved landscape architecture. More information can be found on the project website: <https://mapformobile.org/broad-street/>.

We look forward to continued communication on this important project. Please call me with questions at 251-208-7199 or email me at Jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jennifer Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City hereby accepts two Permanent Sidewalk Easements, for the TIGER/Dr. MLK Jr. Ave./Broad Street project, from.

1. The City of Mobile, a Municipal Corporation, on its property, located at 1151 Dr. Martin Luther King Jr Avenue.
2. Spire Gulf, Inc., an Alabama Corporation, on its property, located at 804 Dr. Martin Luther King Jr Avenue.

BE IT FURTHER RESOLVED THAT:

SAID documents being attached hereto and made a part hereof as fully as if set forth herein.

Adopted:

City Clerk

SIDEWALK EASEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SPIRE GULF, INC. an Alabama Corporation. The Grantor of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally, and to its property, the undersigned Grantor does hereby grant unto the said CITY OF MOBILE, its successors and assigns, an easement hereinafter described, over and across the lands of the undersigned for a public sidewalk, including the maintenance and construction thereof.

The easement hereby granted, all of which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto
As shown on "Exhibit B" attached hereto

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a Municipal Corporation, its successors and assigns, forever, for a public sidewalk. Any construction, maintenance or future repair of said easement is subject to an Environmental Covenant recorded in the office of the Judge of Probate Court of Mobile County, Alabama, Instrument number 2019023979.

IN WITNESS WHEREOF, Spire Gulf, Inc. an Alabama Corporation, has caused these presents to be executed by JOE HAMPTON as its President, who is duly authorized in this premises, on this 15 day of August, 2024.

DPA
DPA

Spire Gulf, Inc., an Alabama Corporation

By: Joseph Hampton
as its President

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Joseph Hampton, whose name as President of Spire Gulf, Inc., an Alabama Corporation, signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he, as President, and with full authority, executed the same voluntarily for and as the act of Spire Gulf, Inc. an Alabama Corporation, on the day the same bears date.

Given under my hand and seal this the 15 day of August, 2024

Patricia Ann Washington

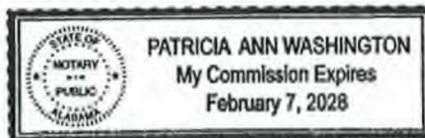
Notary Public, State of Alabama

My Commission Expires : 2-7-2028

This instrument prepared by

City of Mobile
P.O. Box 1827
Mobile, AL 36633

Grantee:
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633



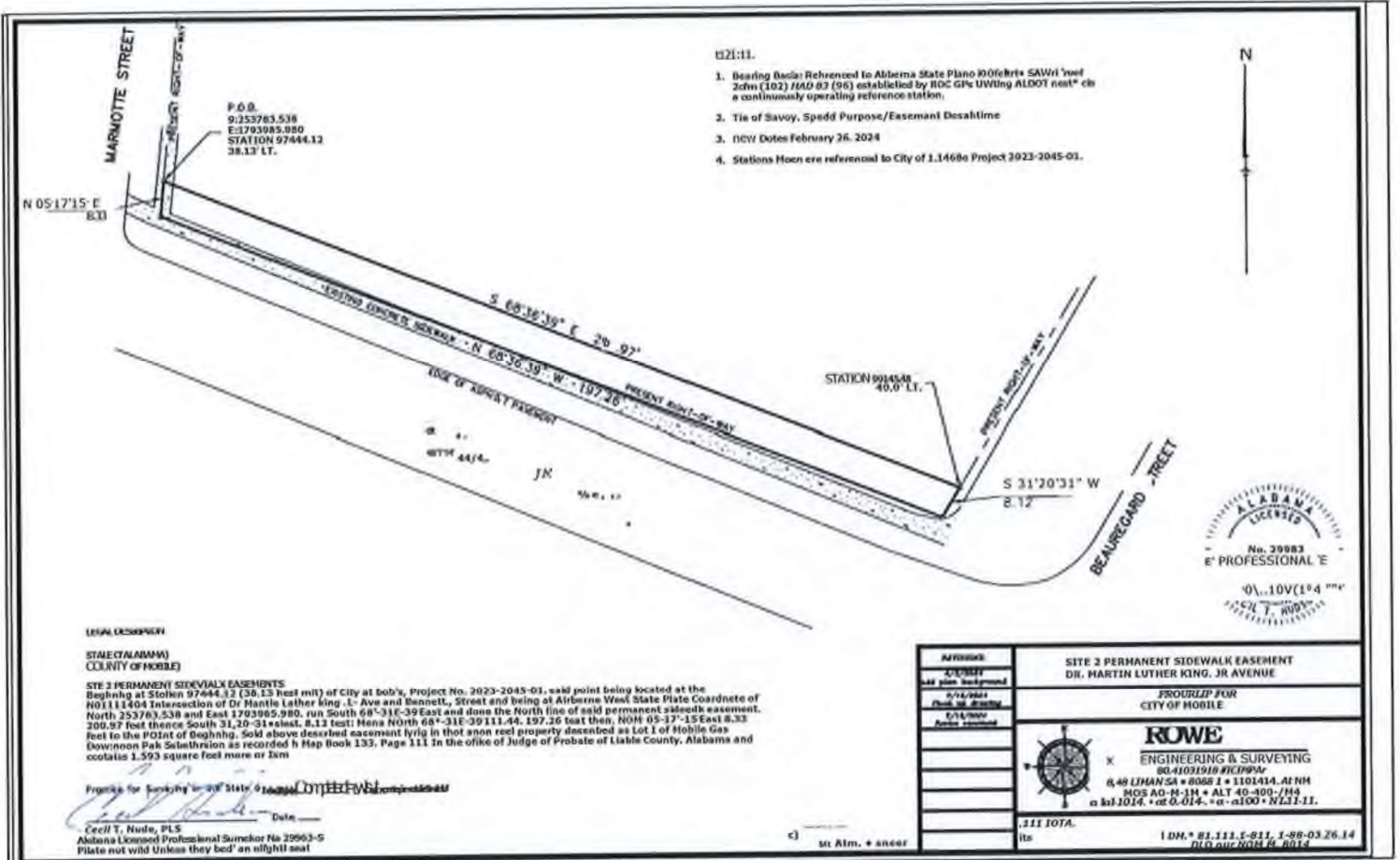
“EXHIBIT A”

STATE OF ALABAMA)
COUNTY OF MOBILE)

SITE 2 PERMANENT SIDEWALK EASEMENT:

Beginning at Station 97+44.12 (38.13 feet left) of City of Mobile Project No. 2023-2045-01, said point being located at the Northeast intersection of Dr Martin Luther King Jr Avenue and Marmotte Street and being at Alabama West State Plane Coordinate of North 253783.538 and East 1793965.980, run South 68°-36'-39" East and along the North line of said permanent sidewalk easement, 200.97 feet; thence South 31°-20'-31" West, 8.12 feet; thence North 68°-36'-39" West, 197.26 feet; thence North 05°-17'-15" East, 8.33 feet to the Point of Beginning. Said above-described easement lying in that certain real property described as Lot 1 of Mobile Gas Downtown Park Subdivision as recorded in Map Book 133, Page 111 in the office of Judge of Probate of Mobile County, Alabama, and contains 1,593 square feet, more or less.

"EXHIBIT B"



PERMANENT SIDEWALK EASEMENT

STATE OF ALABAMA)

COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CITY OF MOBILE, a Municipal Corporation, the Grantor of the County and State aforesaid, in and for the consideration of \$10.00 (TEN DOLLARS AND NO CENTS), in hand paid by the CITY OF MOBILE, a Municipal Corporation, the Grantee, the receipt whereof being hereby acknowledged, and for the further benefit which will accrue to the neighborhood, to the public generally and to their property, the undersigned Grantors do hereby grant unto the said CITY OF MOBILE, its successors and assigns, the easement hereinafter described, over and across the lands of the undersigned for a public sidewalk.

The easement hereby granted, all of which is located in Mobile County, Alabama, is described as follows, to wit:

See "Exhibit A" attached hereto.

As shown on "Exhibit B" attached hereto.

All work will be done in an orderly manner.

TO HAVE AND TO HOLD, the same unto the CITY OF MOBILE, a municipal corporation, its successors and assigns, forever, for a public sidewalk.

IN WITNESS WHEREOF, the said GRANTOR has hereunto caused this instrument to be executed by its duly authorized representative(s) on this the ____ day of _____, 2024.

GRANTOR:

The City of Mobile

By: _____
William S. Stimpson
Its: Mayor

ATTESTED:

By: _____

Its: City Clerk

Grantors:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633-1827

This instrument prepared by:
City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

“EXHIBIT A”

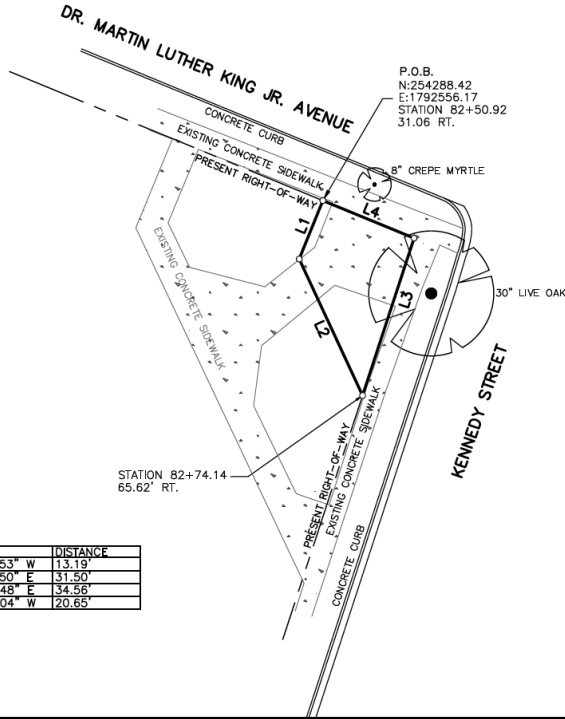
STATE OF ALABAMA)

COUNTY OF MOBILE)

SITE 1 PERMANENT SIDEWALK EASEMENT:

Beginning at Station 82+50.92 (31.06 feet right) of City of Mobile Project No. 2023-2045-01, said point being located at the Southwest intersection of Kennedy Street and Dr Martin Luther King Jr Ave and being at Alabama West State Plane Coordinate of North 254288.42 and East 1792556.17, run along said easement as follows: South 22°-01’-53” West, 13.19 feet; South 24°-53’-50” East, 31.50 feet; North 18°-07’-48” East, 34.65 feet; North 67°-37’-04” West, 20.65 feet to the Point of Beginning. Said above-described easement lying in that certain real property described in Real Property Book 6784, Page 1570, in the office of Judge of Probate of Mobile County, Alabama and contains 509 square feet, more or less.

“EXHIBIT B”



LINE	BEARING	DISTANCE
L1	S 22°01'53" W	13.19'
L2	S 24°53'50" E	31.50'
L3	N 18°07'48" E	34.56'
L4	N 67°37'04" W	20.65'



NOTES:

- 1.) Bearing Basis: Referenced to Alabama State Plane Coordinate System West Zone (102) NAD 83 (96) established by RTK GPS utilizing ALDOT network as a continuously operating reference station.
- 2.) Type of Survey: Special Purpose/Easement Descriptions
- 3.) Field Date: February 26, March 26, 2024
- 4.) Stations shown are referenced to City of Mobile Project 2023-2045-01.



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

SITE 1 PERMANENT SIDEWALK EASEMENTS

Beginning at Station 82+50.92 (31.06 feet right) of City of Mobile Project No. 2023-2045-01, said point being located at the Southwest intersection of Kennedy Street and Dr. Martin Luther King Jr. Ave and being at Alabama West State Plane Coordinate of North 254288.42 and East 1792556.17, run along said easement as follows: South 22°-01'-53" West, 13.19 feet; South 24°-53'-50" East, 31.50 feet; North 18°-07'-48" East, 34.56 feet; North 67°-37'-04" West, 20.65 feet to the Point of Beginning. Said above described easement lying in that certain real property described in Real Property Book 6784, Page 1570, in the office of Judge of Probate of Mobile County, Alabama and contains 509 square feet, more or less.

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

Cecil T. Hudson Date: 4/3/2024
Cecil T. Hudson, PLS
Alabama Licensed Professional Surveyor No. 29983-S
Prints not valid unless they bear an original seal

REVISIONS:	SITE 1 PERMANENT SIDEWALK EASEMENT DR. MARTIN LUTHER KING, JR AVENUE
4/3/2024 Add plan background	PREPARED FOR CITY OF MOBILE
7/15/2024 Clear up drawing	ENGINEERING & SURVEYING
7/16/2024 Revise easement	CONSULTING ENGINEERS
	3502 LAUGHLIN DR. • SUITE B • MOBILE, AL 36688
	PHONE 251-686-2766 • FAX 251-686-1040
	AL CA-1064-LS • AL CA-4948-E • MS CA-28100 • FL LB-9399
CHECKED BY: CTH	DRAWING: 52921-SITE 2-BM-02.08.24
FB: 2077/50	SCALE: 1" = 20'
TAX:	PLAT DATE: MARCH 26, 2024

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Cecil T. Hudson, PLS
Cecil T. Hudson Engineering & Surveying



CAPITAL CONTRACT SUMMARY SHEET



AGENDA ITEM SUMMARY SHEET

Agenda of: August 27, 2024

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Safe Ride

REVIEWERS:

Tiereney Leverette
Lana Gauthier

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Safe Ride Transport, Inc. for a Certificate of Public Convenience and Necessity to operate a sedan sand shuttle service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted: AUG 13 2024

Lana Paffenbaeh

City Clerk

ASSISTANT

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A SEDAN & SHUTTLE SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application **Safe Ride Transport, Inc.** to operate a **sedan and shuttle** service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on **August 27, 2024**, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

A handwritten signature in black ink, appearing to read 'Lisa C. Lambert', written in a cursive style.

Lisa C. Lambert
City Clerk



APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, HASSAN HASSAN individually or on behalf of Safe Ride Transport INC, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Safe Ride Transport INC

Business Address:

Telephone: _____ Trade Name: _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: _____ SSN: _____

Residence Address:

Address _____ City _____ State _____ Zip code _____

Telephone Number: _____ Driver's License #: _____

Residing in Mobile County: Years: _____ Months: _____

U.S. Citizenship: Yes _____ No _____

I attest, under penalty of perjury that I am:

_____ A citizen or national of the United States

_____ A lawful permanent resident

(Alien # A _____)

_____ an alien authorized to work until ____/____/____

(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated ☒ State of Incorporation _____
Partnership _____ L.L.C. _____ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)



C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
HASSAN HASSAN	CEO		2.5

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:

Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☒ Horse Drawn Carriage ☐ Other ☐

Location of terminal/depot or stand & stables: _____

What will be your days and hours of operation? 24/7

How many vehicles (carriages) do you intend to operate? 3
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make: CHRYSLER	Year: 2022	Model: Voyager
Make: Dodge	Year: 2019	Model: Caravan
Make: Hyundai	Year: 21	Model: Elantra

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:



I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;
2. All of the foregoing statements are true and correct to the best of my knowledge;
3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;
4. I have read and understand Chapter 59 of the Mobile City Code;
5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Hunter
Applicant's Signature

NAME OF ENTITY:

Safe Ride Transport INC

By: Hassan Hassan A.
Its CEO/owner

SWORN TO AND SUBSCRIBED BEFORE ME THIS
8 DAY OF August, 2024

Diermy Ayman Hewitt
Notary Public

My Commission Expires:
March 30, 2027



(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: HASSAN HASSAN

Nickname(s) or Maiden Name: _____

Current Address: _____

Previous Address: _____

Personal Description:

Height: 5-11"

Weight: 190

Hair Color: black

Eye Color: Brown

Social Security Number _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

[Signature]
Signature

8/8/24
Date signed



(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

**BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: HASSAN. HASSAN

Date of Birth: 12/11/1990 Security: _____

Present Address: _____

Home Phone Number: _____ Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address: _____

Present Position/Title: CEO

Judicial History:

List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

Give nature of all transactions or acts giving rise to these judgements.

Give name and location of court in which judgements were entered and date entered.

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Hed
Signature

8/8/24
Date Signed

Personal Data Report

NOT VALID WITHOUT
EMBOSSED SEAL
OF THE MOBILE
POLICE DEPARTMENT

General Descriptors

Name: HASSAN, HASSAN A

Addr:

Nick Name:

Phon:

Race: B - BLACK/AFRICAN
AMERICAN

DOB:

Sex: M

Age: 33

Weight: 190

Eyes: BROWN

Height: 5'11"

Facial:

Hair: BLACK

Ethnic: NON HISPANIC/NON LATINO

Email1:

Email2:

Alt.

Address:

Danger

Desc:

Identifying Numbers

DL State: TX

DL Type: C

SSN: - - -

MID:

FP:

DOC:

FBI:

JRN:

SID:

A search of the files in
the Records Unit of the
Mobile Police Department
on this subject indicates:

NO RECORD

CHECKED BY: *C. Knight*

DATE: *August 08, 2024*

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Business Corporation under Sections 10A-1-3.05 and 10A-2A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fee must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The **name of the corporation** (must contain the word "Corporation" or "Incorporated," or the abbreviation of one of those words, and comply with Code of Alabama Section 10A-1-5.04):

Safe Ride Transport INC

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

3. Street (**No PO Boxes**) address of principal office of the corporation: _____

Mailing address of principal office (if different from street address): _____

4. The name of the registered agent (only one agent): Hassan A Hassan

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

*COUNTY of above address: MOBILE

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

(For SOS Office Use Only)

Alabama
Sec. Of State
001-148-703 D/C
Date 08/07/2024
Time 20:41:00
File \$100.00
County \$100.00

Total \$200.00

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF INCORPORATION

5. Purpose for which corporation is formed: _____
to do my company _____;
the purpose includes the transaction of any lawful business for which corporations may be incorporated in Alabama
under Title 10A, Chapter 2A of the Code of Alabama.

6. Amount of stock the corporation is authorized to issue: 10 Par Value 0.001
(optional)

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

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The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the corporation.

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

8 / 7 / 2024

Date (MM/DD/YYYY)

Hassan Hassan

Signature as required by 10A-2A-1.20

CEO

Title

Additional Details

Incorporators

Incorporator

Street Address

Mailing Address

Hassan A Hassan

State St

MOON

Wes Allen
Secretary of State

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

STATE OF ALABAMA

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

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

Safe Ride Transport INC

This name reservation is for the exclusive use of Safe Ride Transport INC, 292
Siena Vista St, Mobile, AL 36607 for a period of one year beginning August 07,
2024 and expiring August 07, 2025



RES171101

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

August 07, 2024

Date

A handwritten signature in black ink, appearing to read "Wes Allen". The signature is written in a cursive style with a long horizontal stroke at the end.

Wes Allen

Secretary of State



INTERIM AD DRAFT

This is the proof of your ad scheduled to run in **Lagniappe Weekly** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(251) 450-4466**.

Notice ID: lAoQqMrDyHjojugkZIDB | **Proof Updated: Aug, 14, 2024 at 09:02am CDT**
Notice Name: Safe Ride Transport_CPCN Notice

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER

Tiereney Leverette
tiereney.leverette@cityofmobile.org
(251) 208-7411

FILING FOR

Lagniappe Weekly

Columns Wide:	1	Ad Class: Legals
Total Column Inches:	1.4	
Number of Lines:	n/a	

08/21/2024: Display Ad	1.40
------------------------	------

Subtotal	\$1.40
Tax	\$0.00
Processing Fee	\$5.14
Total	\$6.54

See Proof on Next Page

Expected print dimensions of advertisement:

Width: 1.97 in., Height: 1.4 in.

Newspaper page size: Width: 10.33 in., Height: 12.45 in.

Publisher may wrap or break notice between pages.

**NOTICE OF HEARING ON PROPOSED CERTIFICATE OF
PUBLIC CONVENIENCE AND NECESSITY TO OPERATE
A RIDE-ON BUS SERVICE**

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application Safe Ride Transport, Inc. to operate a ride-on and shuttle service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 201 Government Street, Mobile, Alabama, on August 25, 2024, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.


Lela C. Lambert
City Clerk