



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, January 18, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Gregory West, Rehoboth Missionary Baptist Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

Request of Ann-Brooks Morrisette, Fuse Project, for a waiver of the Noise Ordinance at 300 Conti Street on February 3, 2022, from 6:00 p.m. - 9:00 p.m. (District 2).

Request of Charles Jones, Mobile Arts and Sports Association, for a waiver of the Noise Ordinance at 300 Conti Street on February 4, 2022, from 5:30 p.m. - 10:30 p.m. (District 2).

Request of Shante Prowell for a waiver of the Noise Ordinance at 6252 Fontaine Drive on January 22, 2022, from 1:00 p.m. - 10:00 p.m. (District 7).

Request of Betty Smith for a waiver of the Noise Ordinance at 4204 Fontaine Drive on January 22, 2022, from 1:00 p.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 1006 Basil Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1337 Congress Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1479 John H. Campbell, Sr. Way a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1062 State Street a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 1064 State Street a public nuisance and order it demolished (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Don Comeaux

Carol Hunter

Rev. Trevor

Beverly Cooper

Terri Mitchell

12. ORDINANCES HELD OVER

64-001 Rezone property located at the northeast corner of Cody Road, S. and Somerby from R-1 to B-3 (District 6).

64-002 Rezone property located at 5527 Todd Acres Drive from B-5 to I-1 (District 4).

13. CONSENT RESOLUTIONS HELD OVER

37-026 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License for Club Elevate, 5428 Halls Mill Road (sponsored by Councilmember Reynolds).

14. RESOLUTIONS HELD OVER

21-038 Authorize contract with Telecommunications Firm, LLC, d/b/a Cytranet, for wifi service at the Mobile Alabama Cruise Terminal; \$27,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM).

21-039 Authorize contract with Michael Jay as Lead Intelligence Program Specialist, \$68,500 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battise, Public Safety Dept.).

21-040 Authorize contract with James Dixon, Jr. as Youth Violence Prevention Coordinator, \$65,000 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-041 Authorize contract with Tyler Faist as Senior Cyber Specialist, \$54,500.00 per year, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-042 Authorize contract with ProtecVideo, LLC for specialized technology services and management; amount not to exceed \$216,000.00, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

21-043 Authorize contract with UAV Survey, LLC for specialized technology services and management; amount not to exceed \$230,500.00, funding from The American Rescue Plan (ARP) (sponsored by Mayor Stimpson) (submitted by Lawrence Battiste, Public Safety Dept.).

15. ORDINANCES BEING INTRODUCED

39-003 Ordinance regarding urban camping and improper use of public places (sponsored by Councilmembers Reynolds and Daves).

16. CONSENT RESOLUTIONS BEING INTRODUCED

03-047 Appoint Robert Thomas, Freddie Stokes and R. Jeffrey Perloff as part-time judges of the Mobile Municipal Court (sponsored by City Council).

37-048 Recommend approval to the ABC Board for issuance of a Lounge Retail Liquor Class I License for Pause Lounge and Grill, 1305 Congress Street (District 2).

37-049 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License for P S Taco Company, 5000 Rangeline Crossing Dr. (District 4).

40-050 Declare the structure at 1006 Basil Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-051 Declare the structure at 1337 Congress Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-052 Declare the structure at 1479 John H. Campbell, Sr. Way a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-053 Declare the structure at 1062 State Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-054 Declare the structure at 1064 State Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

58-055 Declare weeds noxious, Weed Lien Group 1624

58-056 Assess cost for removal of weeds, Weed Lien Group 1619.

60-057 Determine an appropriation to Trinity Gardens Community Civic Club serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Comptroller).

60-058 Determine an appropriation to Big Brothers Big Sisters of South Alabama, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Comptroller).

60-059 Determine an appropriation to Stone Street Baptist Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Comptroller).

60-060 Determine an appropriation to Providence Foundation, Festival of Flowers, serves a public purpose and approve payment (sponsored by Councilmembers Daves and Gregory) (submitted by Rebecca Christian, Comptroller).

60-061 Determine an appropriation to Trinity Gardens Falcons Athletics serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Comptroller).

60-062 Determine an appropriation to People United to Advance the Dream serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Comptroller).

03-075 Appoint Linda St. John to fill an unexpired term on the Board of Water and Sewer Commissioners of the City of Mobile (sponsored by Councilmember Gregory) (submitted by Lisa C. Lambert, City Clerk).

03-076 Re-appoint Sam Strada to the History Museum of Mobile Board (sponsored by Councilmember Daves) (submitted by Lisa C. Lambert, City Clerk).

17. RESOLUTIONS BEING INTRODUCED

21-063 Authorize contract with Neel-Schaffer, Inc. for 2022 MS4, Storm Water Management; not to exceed \$360,000.00. (Sponsored by City Council and Mayor Stimpson), (Submitted by Nick Amberger, Engineering Dept.).

01-064 Authorize agreement with the University of South Alabama for consulting/evaluation work on the FY20 Justice and Mental Health Collaboration Grant Program; \$61,782.00 (sponsored by Mayor Stimpson)

(submitted by Chief Paul Prine, MPD).

01-065 Authorize agreement with CSX Transportation for Beauregard Street (Robert M Hope Overpass); \$74,973.00 (sponsored by Councilmember Carroll and Mayor Stimpson), (submitted by Nick Amberger, Engineering Dept.).

08-066 Approve purchase order to Dennis Aluminum Products for decorative sign posts and extensions; \$65,580.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-067 Approve purchase order to Emergency Equipment Professional, Inc. for aerial ladder fire truck; \$1,108,963.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-068 Approve purchase order to Emergency Equipment Professional, Inc. for enforcer pumper fire trucks; \$1,223,120.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

13-069 Authorize change order with Neel-Schaffer for the Innovating St. Louis Street: Mobile's Technology Corridor; \$158,840.00 (sponsored by Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

18-070 Authorize the condemnation of land for the widening of McGregor Avenue, Tract 36 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

31-071 Adopt the CDBG, HOME and ESG 2022-23 Action Plan (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by James Roberts, Neighborhood Development).

18. CALL FOR PUBLIC HEARINGS

41-072 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to George Austin St. Clair, d/b/a MOB City Rides, to operate a sedan service (scheduled for February 1, 2022).

41-073 Call for public hearing to rezone property located at 1452 Government Street from R-3 to B-1 (District 2) (scheduled for February 15, 2022).

41-074 Call for public hearing to rezone property located at 4251 Bit and Spur Road from R-1 to R-2 (District 5) (scheduled for February 15, 2022).

19. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/14/2022 - 9:30
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2022 - 3:19 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/12/2022 - 3:17 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/18/2022 - 8:50
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/18/2022 - 8:51
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 -
10:02 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 -
11:00 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 -
11:01 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 -
11:02 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 -
11:04 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/12/2022 - 3:14
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/12/2022 - 3:15
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 - 1:27
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/13/2022 - 2:09
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/13/2022 - 2:45
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Jones

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2022 - 11:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/5/2022 - 11:29 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/6/2022 - 9:33 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Mayor Stimpson and Councilmember Carroll

Purpose and Scope of Project:

To provide a dedicated WiFi network and service at the Cruise Terminal whenever cruise ship is in port

Amount of Contract:

\$27,000.00 (\$9,000.00 per year for 3 years)

Funding Source

Project # Cruise Terminal – Wifi Service SC-032-21 **Discretionary Funds**

Project String 60206020-46040 -- Cruise Terminal-
Internet Service (operational acct)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Real Estate Asset Management	Melton, Michelle	Approved	12/29/2021 - 3:42 PM
Budget	Sapp, Celia	Approved	12/29/2021 - 3:49 PM
Legal	Gibson, Grant	Approved	1/5/2022 - 3:32 PM
Legal	Gibson, Grant	Approved	1/5/2022 - 3:32 PM
Mayors	Barber, James	Approved	1/6/2022 - 2:29

Office

PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Director Lawrence L. Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and Michael Jay, in the amount of \$68,500.00 per year, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$68,500.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/4/2022 - 12:18 PM
Legal	Kern, Chris	Approved	1/4/2022 - 6:10 PM
Legal	Kern, Chris	Approved	1/4/2022 - 6:11 PM
Mayors Office	Barber, James	Approved	1/6/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Director Lawrence L. Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and James Dixon, Jr., in the amount of \$65,000.00 per year, with funding provided by The American Rescue Plan (ARP).

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/4/2022 - 12:18 PM
Legal Kern, Chris	Approved	1/4/2022 - 6:17 PM
Legal Kern, Chris	Approved	1/4/2022 - 6:18 PM
Mayors Office Barber, James	Approved	1/6/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Director Lawrence L. Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and Tyler Faist, in the amount of \$54,500.00 per year, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$54,500.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/6/2022 - 3:54 PM
Legal	Gibson, Grant	Approved	1/6/2022 - 4:48 PM
Legal	Gibson, Grant	Approved	1/6/2022 - 4:48 PM
Mayors Office	Barber, James	Approved	1/6/2022 - 4:55 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Director Lawrence L. Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and ProtecVideo, LLC., in the amount not to exceed \$216,000.00, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$216,000.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/5/2022 - 11:30 AM
Legal Kern, Chris	Approved	1/5/2022 - 5:50 PM
Legal Kern, Chris	Approved	1/5/2022 - 5:50 PM
Mayors Office Barber, James	Approved	1/6/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Director Lawrence L. Battiste, Public Safety

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a professional services contract, by and between the City of Mobile and UAV Survey, LLC., in the amount not to exceed \$230,500.00, with funding provided by The American Rescue Plan (ARP).

Amount of Contract:

\$230,500.00

Funding Source

Project #

Discretionary Funds

Project String G-ARPGUNV.PROFTECHNC

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/4/2022 - 12:18 PM
Legal	Kern, Chris	Approved	1/5/2022 - 5:44 PM
Legal	Kern, Chris	Approved	1/5/2022 - 5:44 PM
Mayors Office	Barber, James	Approved	1/6/2022 - 2:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/10/2022 - 1:01 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Merchant, Mary Ann

Approved

1/12/2022 -
10:07 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/13/2022 - 11:41 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/13/2022 - 11:44 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/18/2022

Renewal Date of Contract:

1/18/2022

Funding Source

Project # 1006 Basil Street - ME356-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/12/2022 - 8:56 AM
City Clerk	Merchant, Mary Ann	Approved	1/12/2022 - 4:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

1/18/2022

Renewal Date of Contract:

1/18/2022

Funding Source

Project # 1337 Congress Street - ME021-19

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/12/2022 - 9:01 AM
City Clerk	Merchant, Mary Ann	Approved	1/12/2022 - 4:59 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator.

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition.

Amount of Contract:

N/A

Effective Date of Contract:

1/18/2022

Renewal Date of Contract:

1/18/2022

Funding Source

Project # 1479 John H Campbell Sr. Way - ME-452-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/12/2022 - 9:12 AM
City Clerk	Merchant, Mary Ann	Approved	1/12/2022 - 4:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Council Member - William Carroll - District

Purpose and Scope of Project:

Declaring Structure A Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/18/2022

Renewal Date of Contract:

1/18/2022

Funding Source

Project # 1062 State Street - ME-345-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

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

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/12/2022 - 9:05 AM
City Clerk	Merchant, Mary Ann	Approved	1/12/2022 - 4:59 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Gary Jackson, Municipal Enforcement, Program Coordinator

Sponsored by:

Council Member - William Carroll - District 2

Purpose and Scope of Project:

Declaring Structure A Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

1/18/2022

Renewal Date of Contract:

1/18/2022

Funding Source

Project # 1064 State Street - ME-346-17

Discretionary Funds N/A

Project String N/A

Contract Number:N/A

Budget Amendment REDUCE N/A INCREASE N/A

Grant Funds N/A

Matching Funds N/A

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	1/12/2022 - 9:08 AM
City Clerk	Merchant, Mary Ann	Approved	1/12/2022 - 4:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

David Daughenbaugh, Director Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	3 cases
Council District 2	William Carroll	5 cases
Council District 3	C J Small	7 cases
Council District 4	Ben Reynolds	4 cases
Council District 5	Joel Daves	1 case
Council District 6	Scott Jones	0 cases
Council District 7	Gina Gregory	0 cases

Purpose and Scope of Project:

Declare weeds noxious, Weed Lien group 1624

Effective Date of Contract:

1/18/2022

Funding Source

Project # Weed Lien Group 1624

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/13/2022 - 9:26 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

David Daughenbaugh, Director of Municipal Enforcement

Sponsored by:

Council District 1	Cory Penn	5 cases
Council District 2	William Carroll	4 cases
Council District 3	C J Small	4 cases
Council District 4	Ben Reynolds	2 cases
Council District 5	Joel Daves	1 case
Council District 6	Scott Jones	0 cases
Council District 7	Gina Gregory	6 cases

Purpose and Scope of Project:

Assess cost for removal of weeds Weed Lien Group 1619

Effective Date of Contract:

1/18/2022

Funding Source

Project # Weed Lien Group 1619

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	1/13/2022 - 9:45 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL TRINITY GARDENS BLACK HERITAGE PARADE

Amount of Contract:

\$5,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2022 - 2:41 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 4TH ANNUAL KING CAKE-OFF
IN DOWNTOWN MOBILE ON FEBRUARY 4, 2022 AT THE TEMPLE

Amount of Contract:

\$1,500.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

1/12/2022 - 2:29
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH PURCHASING FOOD BOXES FROM FEEDING THE GULF COAST TO HELP FAMILIES AND SENIORS IN THE COMMUNITY

Amount of Contract:

\$2,000.00

Funding Source

Project # DSC-02 / 10041020-42200

Discretionary Funds DSC-02

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2022 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER JOEL DAVES - GIVING \$2,000.00

COUNCILMEMBER GINA GREGORY - GIVING \$2,000.00

TOTAL \$4,000.00

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THEIR ANNUAL FESTIVAL OF FLOWERS
"SEMINARS AND DEMONSTRATION VENUE" TO BE HELD MARCH 11TH AND
13TH, 2022 AT THE CATHEDRAL SQUARE IN DOWNTOWN MOBILE

Amount of Contract:

\$4,000.00

Funding Source

Project # DSC-05 / 10041020-42080 AND DSC-07 / **Discretionary Funds** DSC-05 AND DSC-07
10041020-42080

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/12/2022 - 2:53 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP PURCHASE TEAM UNIFORMS, HELMETS, SHOULDER PADS AND FOOTBALL

Amount of Contract:

\$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	1/13/2022 - 1:29 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER CORY PENN

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE YOUTH AMBASSADOR AWARDS & BREAKFAST CELEBRATION IN HONOR OF DR. MARTIN LUTHER KING'S BIRTHDAY

Amount of Contract:

\$500.00

Funding Source

Project # DSC-01 / 10041020-42080

Discretionary Funds DSC-01

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer

Action

Date

Accounting Daniels, Bettye

Approved

1/13/2022 - 1:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Gregory

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/14/2022 - 9:32
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/18/2022 - 8:39
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Chief Paul Prine, Mobile Police Department

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To authorize and execute a contract, by and between the City of Mobile and the University of South Alabama, in the amount of \$61,782.00 for evaluation and consultation on the FY20 Justice and Mental Health Collaboration Grant Program.

Amount of Contract:

\$61,782.00

Funding Source

Project #

Project String G-PDCCRS20

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

Grant Funds

Discretionary Funds

Contract Number:

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Accounting	Daniels, Bettye	Approved	1/13/2022 - 11:55 AM
Legal	Kern, Chris	Approved	1/13/2022 - 12:03 PM
Legal	Kern, Chris	Approved	1/13/2022 - 12:03 PM
Mayors Office	Barber, James	Approved	1/13/2022 - 2:35 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Nick Amberger, P. E.
City Engineer

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

Purpose and Scope of Project:

To accept a construction agreement with CSX Transportation, Inc., to perform for the CITY all necessary professional engineer services in connection with the PROJECT. This is a necessary minimum essential function of the Council-Public Works (Infrastructure/Construction/other related services.)

Amount of Contract:

\$74,973.00

Funding Source

Project # C0490

Project String 20002000-42200

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

Grant Funds

Discretionary Funds

Contract Number:3681

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Engineering Amberger, Nick	Approved	1/13/2022 - 1:59 PM
Capital Hollins, Tiffany	Rejected	1/13/2022 - 1:17 PM
Engineering Amberger, Nick	Approved	1/13/2022 - 2:24 PM
		1/13/2022 - 2:45

Capital	Hollins, Tiffany	Approved	PM
Legal	Kern, Chris	Approved	1/13/2022 - 2:50 PM
Mayors Office	Barber, James	Approved	1/13/2022 - 2:51 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of a purchase order to Dennis Aluminum Products for decorative sign posts and extensions for downtown.

CIP.

Amount of Contract:

\$65,580.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220111 Dennis Agenda Package POs	Cover Memo	1/11/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/13/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>2985</u>	2022	(2060) TRAFFIC ENGINEERING	ALUMINUM DECORATIVE SIGN POSTS AND EXTENSIONS FOR DOWNTOWN (SEALED BID 5510)	\$65,580.00	<u>(044605) DENNIS ALUMINUM PRODUCTS</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002985-00 FY 2022 PO 22003962 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 1
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Vendor DENNIS ALUMINUM PRODUCTS 12654 WOODLAND DR FOLEY, AL 36535 Tel#251-978-8161 Fax 251-949-6608	Ship To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604 MARYBETH.BERGIN@CITYOFMOBILE.ORG Delivery Reference MARYBETH BERGIN Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/06/21	044605				TRAFFIC ENGINEERING

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

General Notes

003	AS PER BID 5510 AND YOUR QUOTE POST SIGN, DECORATIVE, ALUMINUM, 3" O.D. X 12' LENGTH, WITH CASTINGS #8397, 8396, & 9539, TO HAVE ALODIZED FINISH POWDER COATED GLOSS BLACK. VENDOR TO PROVIDE DAP 12 DEC PC OR EQUAL. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17177	150.00 EACH	420.00000	63000.00
-----	--	----------------	-----------	----------

1	2000.80.00.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS.			63000.00
---	---	--	--	----------

Ship To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604
 Delivery Reference
 MARYBETH BERGIN

Deliver To
 TRAFFIC ENGINEERING
 852 GAYLE STREET
 MOBILE, AL 36604

004	POST, SIGN ALUMINUM EXTENSION, 24"	60.00	43.00000	2580.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002985-00 FY 2022 PO 22003962 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 2
--	---	--------

Vendor
DENNIS ALUMINUM PRODUCTS
12654 WOODLAND DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

Tel#251-978-8161
Fax 251-949-6608

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/06/21	044605				TRAFFIC ENGINEERING

LN	Description / Account	Qty EACH	Unit Price	Net Price
1	WITH 9/16" HOLES. VENDOR TO PROVIDE DEP EXT STD OR EQUAL, WITH ALODIZED FINISH. AS PER MY BID 5510 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 17175 2000.80.00.0000.0000.0000.0000.44020. E C0556 .OPERSUPPLS.			2580.00

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 65580.00

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

Account	Amount	Remaining Budget
E C0556 .OPERSUPPLS.	65580.00	53260.00

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

Account	Amount	Remaining Budget
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00002985-00 FY 2022 PO 22003962 Acct No: 2000.80.00.0000.0000.0000.0000.44020. Review: Buyer: 910518227 Status: Converted	Page 3
--	---	--------

Vendor
DENNIS ALUMINUM PRODUCTS
12654 WOODLAND DR

Ship To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604
MARYBETH.BERGIN@CITYOFMOBILE.ORG

FOLEY, AL 36535
Tel#251-978-8161
Fax 251-949-6608

Delivery Reference
MARYBETH BERGIN

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
12/06/21	044605				TRAFFIC ENGINEERING

Account 2000.80.00.0000.0000.0000.0000.44020.	Amount Remaining Budget 65580.00
CAPITAL IMPROVEMENTS FUND EXP OPERATING SUPPLIES	

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

Activity	Date	Clerk	Comment
Approved	12/06/21	MARYBETH BERGIN	
Approved	12/06/21	JENNIFER WHITE	Auto approved by: 910515265
Approved	12/06/21	BRENDA RHODES	
Approved	12/06/21	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	12/06/21	RELYA MALLORY	Auto approved by: 910511034
Forward	12/06/21	EMILY NORTON	Automatic Forward to 910519622
Approved	12/06/21	TAMMY BROADHEAD	Auto approved by: 910519622
Approved	12/06/21	STEPHANIE DURGIN	

Authorized By: _____ Date: _____
Signature

BID TABULATION FOR BID #5510
POST ALUMINUM

Line	Vendor	BID	POST ALUMINUM DAP12STD	POST ALUMINUM DAP12STDPC	POST ALUMINUM DAP12DEC WITH DECORATIVE BASE/COLLAR/TOP FINIAL	POST ALUMINUM SIGN POSTS	POST ALUMINUM DECORATIVE SIGN POST EXTENSION
1	ALL TRAFFICE SOLUTIONS, INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
2	ALUMINUM PRODUCTS WHOLESAL	NB	\$ -	\$ -	\$ -	\$ -	\$ -
3	AMERICAN ALUMINUM ACCESSORIES	NB	\$ -	\$ -	\$ -	\$ -	\$ -
4	CENTRAL TRAFFIC CONTROL	NB	\$ -	\$ -	\$ -	\$ -	\$ -
5	CHANCELLOR INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
6	CITY ELECTRIC SUPPLY	NB	\$ -	\$ -	\$ -	\$ -	\$ -
7	COASTAL TRAFFIC LLC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
8	CONSOLIDATED ELECTRIC DISTRIBUTORS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
9	DENNIS ALUMINUM PRODUCTS	YES	\$ 181.00	\$ 216.00	\$ 381.00	\$ 420.00	\$ 43.00
10	GRAYBAR ELECTRIC CO INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
11	MATHES OF ALABAMA ELECTRIC SUPPLY CO INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
12	MAYER ELECTRIC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
13	MIRAMAR TRAFFIC AND PARKING	NB	\$ -	\$ -	\$ -	\$ -	\$ -
14	NEWMAN TRAFFIC SIGNS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
15	OUTDOOR ALUMINUM INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
16	PEEK TRAFFIC CORP	NB	\$ -	\$ -	\$ -	\$ -	\$ -
17	QUALITY TRAFFIC SYSTEMS LLC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
18	SIGNAL EQUIPMENT CO SOUTH	NB	\$ -	\$ -	\$ -	\$ -	\$ -
19	SOUTHERN LIGHTING AND TRAFFIC SYSTEMS	NB	\$ -	\$ -	\$ -	\$ -	\$ -
20	SPRING HILL LIGHTING AND SUPPLY INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
21	STUART C IRBY	NB	\$ -	\$ -	\$ -	\$ -	\$ -
22	TRAFFIC GUARD DIRECT INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
23	TRAFFIC PARTS INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
24	TRAFFIC PRODUCTS INC	NB	\$ -	\$ -	\$ -	\$ -	\$ -
25	TRAFFIC SOLUTIONS LLE	NB	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF MOBILE
PROCUREMENT DEPARTMENT

January 25, 2021



BID NOTICE

THE CITY OF MOBILE IS ISSUING BID #5510:
POST ALUMINUM

TO VIEW BID, GO TO: cityofmobile.org/bids

SELECT: Bid #5510 – POST ALUMINUM

BID MUST BE RETURNED IN A SEALED ENVELOPE.

**WRITE THE BID #, YOUR COMPANY NAME,
AND DATE AND TIME OF BID ON THE OUTSIDE OF THE
ENVELOPE.**

SEALED BID

CITY OF MOBILE

BID SHEET

Do Not Return Via Email or Fax

This is Not an Order

Mailing Address:

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

Purchasing Department
and Package Delivery:

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

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

Typed by: _____ en Buyer: 006

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

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
01/25/2021	5510	Traffic Engineering	To Be Specified

This bid must be received and stamped by the Purchasing office not later than:

11:00 AM, Wednesday, February 10, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 1 - 100	<p style="text-align: center;">POST ALUMINUM</p> <p>Post Aluminum, 12 foot length as per the following & attached drawing:</p> <p>Aluminum sign post noted above shall be to the following specs:</p> <ul style="list-style-type: none">• Posts shall be aluminum 12 foot long – 3 inch O.D. x .125 inch wall thickness.• Finish shall be alodized, suitable for painting.• Heli-arc welded to the top of post shall be an aluminum casting, acorn shaped for closure.• Two 9/16 inch rod holes shall be drilled 18 inches from the bottom of the post and a 6" X 9/16 inch diameter rod shall be provided with each post for the City to insert at time of installation.• Posts shall be alloy 6063-T6, full hard.• Completed poles shall be adequately wrapped to protect finish from damage during shipping and handling.• Complete specifications shall be submitted with bid.• No predrilled holes for signs. <p>Dennis Aluminum #DAP12STD or equal.</p> <p>Make _____ Model _____</p> <p>Provide Literature & Specifications on product bid.</p>					
Appx 1 – 50	<p>Post Aluminum 12 foot specifications same as Item 1 with the following additions:</p> <ul style="list-style-type: none">• Post shall be Powder Coated Gloss prior to delivery to the City of Mobile. <p>Dennis Alumininum #DAP12STDPC or equal</p> <p>Make _____ Model _____</p> <p>The above 2 items to be awarded All or None.</p>					
			TOTAL			

Page 1 of 3

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

63

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 3 of 3</p> <p>The following applies to all above items:</p> <p>The City reserves the right to request a sample(s) prior to award of this bid.</p> <p>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/</p> <p>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.</p> <p>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.</p> <p>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).</p> <p>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.</p> <p>State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.</p> <p>If you have any questions please feel free to contact the Purchasing Department at 251-208-7434 or purchasing@cityofmobile.org.</p> <p>Pricing to be firm for a (1) one-year period following the award of this bid. At the option of the City of Mobile and the successful vendor, the award of this bid may be extended for (2) two additional (1) one-year periods.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

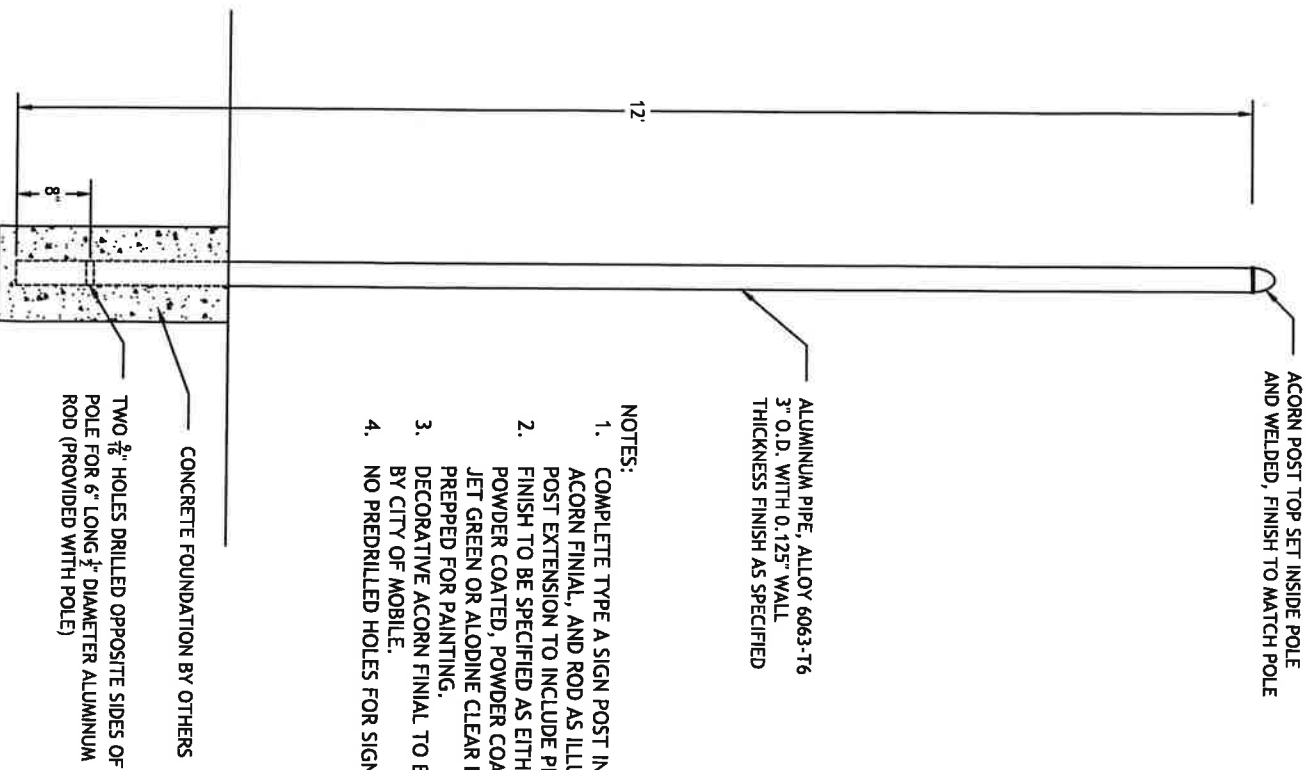
READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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

TYPE A SIGN POST



NOTES:

1. COMPLETE TYPE A SIGN POST INCLUDES PIPE, ACORN FINIAL, AND ROD AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY.
2. FINISH TO BE SPECIFIED AS EITHER BLACK POWDER COATED, POWDER COATED MOBILE JET GREEN OR ALODINE CLEAR FINISH PREPED FOR PAINTING.
3. DECORATIVE ACORN FINIAL TO BE APPROVED BY CITY OF MOBILE.
4. NO PREDRILLED HOLES FOR SIGNS.

CONCRETE FOUNDATION BY OTHERS

TWO $\frac{3}{8}$ " HOLES DRILLED OPPOSITE SIDES OF POLE FOR 6" LONG $\frac{1}{2}$ " DIAMETER ALUMINUM ROD (PROVIDED WITH POLE)



CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

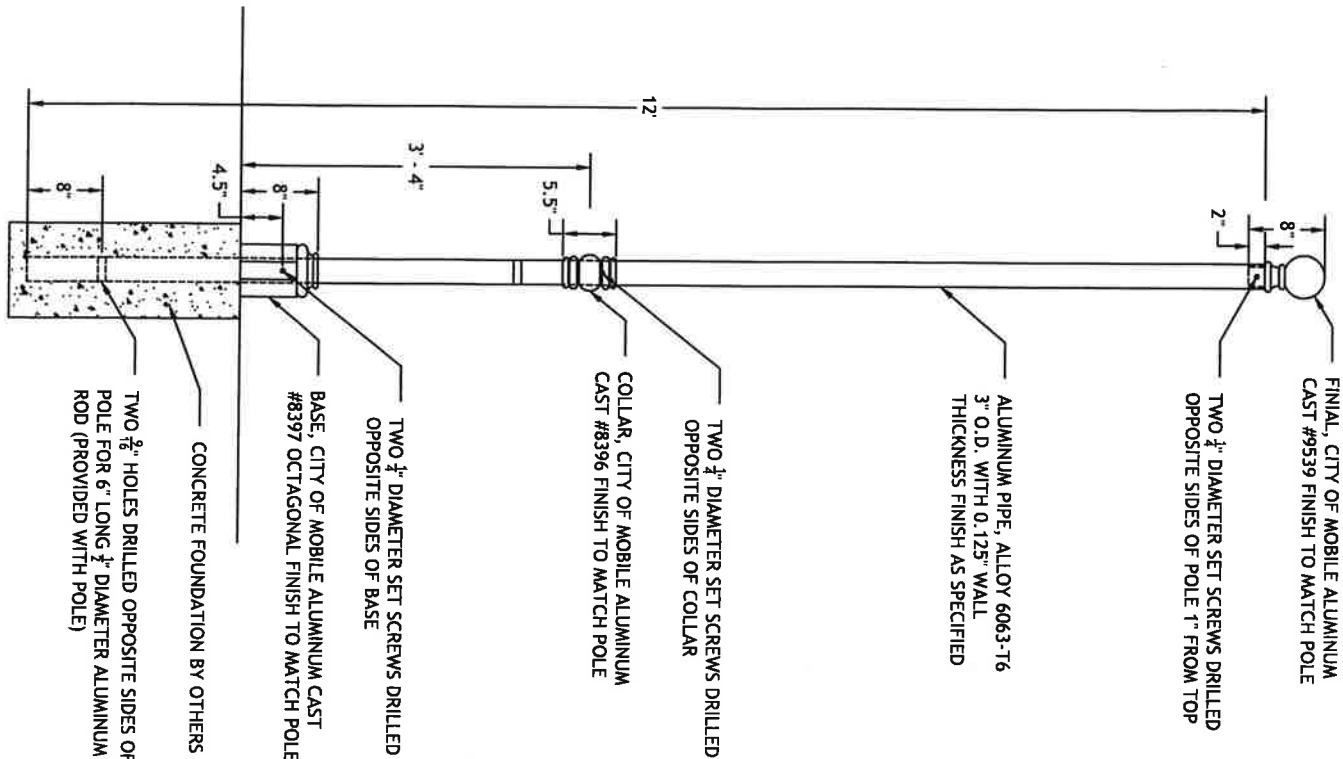
STANDARD SIGN POSTS
TYPE A AND U-CHANNEL

STANDARD DRAWING TE-1

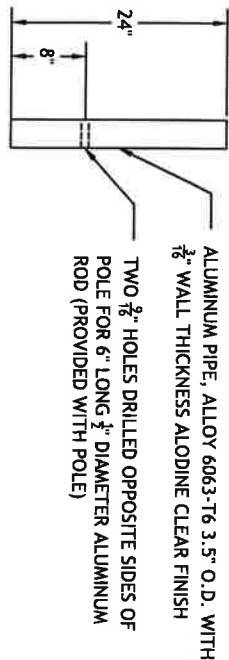
SHEET 1 of 1

1/21/2021

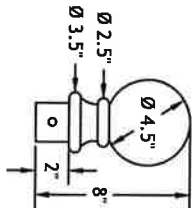
TYPE B DECORATIVE SIGN POST



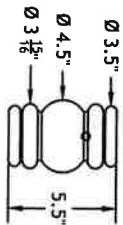
DECORATIVE SIGN POST EXTENSION



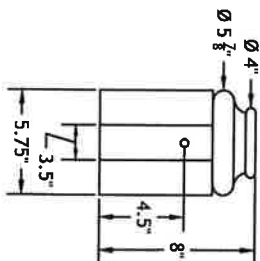
FINIAL



COLLAR



BASE



NOTES:

1. COMPLETE TYPE B SIGN POST INCLUDES PIPE, FINIAL, COLLAR, BASE, ROD AND SET SCREWS AS ILLUSTRATED. POST EXTENSION TO INCLUDE PIPE ONLY. FINISH TO BE SPECIFIED AS EITHER BLACK POWDER COATED, POWDER COATED MOBILE JET GREEN OR ALODINE CLEAR FINISH PREPARED FOR PAINTING.
2. DECORATIVE FINIAL, COLLAR AND BASE TO BE CITY OF MOBILE CASTING. DIMENSIONS PROVIDED ABOVE ARE FOR ILLUSTRATIVE PURPOSES ONLY.
3. NO PREDRILLED HOLES FOR SIGNS.



CITY OF MOBILE, ALABAMA
TRAFFIC ENGINEERING DEPARTMENT

DECORATIVE SIGN POSTS
TYPE B



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional, Inc for one Pierce Enforcer aerial ladder fire truck.

General fund.

Amount of Contract:

\$1,108,963.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220113 EEP Agenda Package POs	Cover Memo	1/13/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/13/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4225</u>	2022	(1510) FIRE ADMINISTRATION	PIERCE ENFORCER AERIAL LADDER FIRE TRUCK (HGAC COOPERATIVE PURCHASING AGREEMENT)	\$1,108,963.00	(294963) <u>EMERGENCY EQUIPMENT PROFESSIONAL INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004225-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 1
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Vendor	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK FIRE, AERIAL LADDER	1.00	1108963.00000	1108963.00

Additional Description Notes

TRUCK, FIRE, LADDER: FS19VA05; Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder; HGAC BUY contract FS12-19; Includes: EEP Extended service plan, prepay discount, Pierce dealer incentive;
 upgrade to 22,800# front axle; wheel Chocks and Mounts; Cummins 450 to x12; EVS 3000 TO 4000; Add Extended Bumper; Bumper tray ; Electric windows; Spare 12 volt power (each); - Camera System Rear only; Camera Stabilizer without lazer; - Kussmaul Pump plus;- Auto-eject 20 amp; - LED Headlights; 12 volt LED Flood Recessed or surface (per light) A (6); - Adjustable Compartment shelves (6); Swing-out tool board; Slide-out floor tray; 1.5" discharge front bumper; Increase Pump from 1500 to 2000 gpm; - Preconnect 2.5 or 3" plumbing - Speed or Cross; - Q2B Siren; Traffic Directing light bar "B"; - LED Rung Lighting; 12 volt LED Tracking/tip lights; - Graphics Upgraded 4; and Includes: Work Surface, 1/4" Aluminum, Full Engine Tunnel, Flat; Mounting Provisions, Toughbook, ALU, Hinged; Map Box; Upgrade from four (4) chassis batteries to (5); Low Voltage Disconnect, Blue Sea 7635, Isolated Battery; Dual LED Light Strips, Hose Bed, Each Side; Folding Step, Front of Body Bulkheads; Folding Step, Additional, Front of Body Bulkheads; Steps, Stirrup Style, PS Running Board; Switch, Q2 Siren Brake, Chrome Push-Button, PS; Ladder Extension Indicator, Inside and Outside Handrails, Every 10'; Roof Ladder Brackets, Base Section of Ladder; Stokes Box, W/Cover, Base Section of Ladder; Warranty, Extended, 5 Year, Custom Chassis Vendor Item
 Inventory Item/Loc 695

1 7000.40.20.0000.0000.2070.0000.0000.47120.

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00004225-00 FY 2022 Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released	Page 2
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Vendor

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
E MP01522	.VEHICLEEXP.			1108963.00

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 1108963.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	1108963.00	127014.11

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	1108963.00	
MOTOR POOL EXP	VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/07/22	DIANE MCCARTY	
Approved	01/07/22	CHARLES SUMRALL	Auto approved by: 910513661



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract
No.:

FS12-19

Date
Prepared:

12/28/2021

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile (Bid #918)	Contractor:	Emergency Equipment Professionals
Contact Person:	John Paine	Prepared By:	Brian Lee
Phone:	251-208-7434	Phone:	662-280-4729
Fax:	251-208-7430	Fax:	662-342-7251
Email:	paine@cityofmobile.org	Email:	blee@eeeproinc.com
Product Code:	FS19VA05	Description:	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$995,504.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
105 - upgrade to 22,800# front axle	\$ 2,280.00	343 - 1.5" discharge front bumper	\$ 2,368.00
128 - Wheel Chocks and Mounts	\$ 1,013.00	346 - Preconnect 2.5 or 3" plumbing - Speed or Cross	\$ 3,603.00
143 - Cummins 450 to x12	\$ 26,163.00	422 - Q2B Siren	\$ 4,322.00
149 - EVS 3000 TO 4000	\$ 10,130.00	429 - Traffic Directing light bar "B"	\$ 2,544.00
159 - Add Extended Bumper	\$ 2,448.00	492 - LED Rung Lighting	\$ 4,671.00
161 - Bumper tray	\$ 1,015.00	494 - 12 Volt LED Tracking/tip lights	\$ 3,391.00
175 - Electric Windows	\$ 2,195.00	506 - Graphics Upgraded 4	\$ 4,934.00
208 - Spare 12 volt power (each) (2)	\$ 292.00		
221 - Camera System Rear only	\$ 1,140.00		
229 - Camera Stabilizer without lazer	\$ 4,336.00		
241 - Kussmaul Pump plus	\$ 2,791.00		
245 - Auto-eject 20 amp	\$ 567.00		
255 - LED Headlights	\$ 2,081.00		
263 - 12 volt LED Flood Recessed or surface (per light) A (6)	\$ 7,836.00		
310 - Adjustable Compartment shelves (6)	\$ 1,260.00		
312 - Swing-out tool board	\$ 1,932.00		
314 - Slide-out floor tray (4)	\$ 3,532.00		
		Subtotal From Additional Sheet(s):	\$ -
336 - Increase Pump from 1500 to 2000 gpm	\$ 4,179.00	Subtotal B:	\$ 101,023.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EEP Extended Service Plan	\$ 27,472.00		
		Subtotal From Additional Sheet(s):	\$ 23,790.00
		Subtotal C:	\$ 51,262.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

5%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$ 1,147,789.00	=	Subtotal D:	\$ 1,147,789.00	
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E:	\$ 2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Materials Surcharge	\$ 11,200.00		
Prepay Discount	\$ (24,000.00)		
Pierce / Dealer Incentive	\$ (28,026.00)		
		Subtotal F:	\$ (40,826.00)

Delivery Date: Aug-22

G. Total Purchase Price (D+E+F):

\$ 1,108,963.00

Option Number	Qty	Description	Published Options	Unpublished Options
614915	1	Work Surface, 1/4" Aluminum, Full Engine Tunnel, Flat		\$ 635.00
896494	1	Mounting Provisions, Toughbook, ALU, Hinged		\$ 575.00
767953	1	Map Box		\$ 931.00
79205	1	Upgrade from four (4) chassis batteries to (5)		\$ 721.00
774080	1	Low Voltage Disconnect, Blue Sea 7635, Isolated Battery		\$ 939.00
898617	1	Dual LED Light Strips, Hose Bed, Each Side		\$ 1,046.00
593075	1	Folding Step, Front of Body Bulkheads		\$ 496.00
724149	3	Folding Step, Additional, Front of Body Bulkheads		\$ 1,207.00
559082	1	Steps, Stirrup Style, PS Running Board		\$ 306.00
740391	1	Switch, Q2 Siren Brake, Chrome Push-Button, PS		\$ 153.00
526885	1	Ladder Extension Indicator, Inside and Outside Handrails, Every 10'		\$ 667.00
784202	1	Roof Ladder Brackets, Base Section of Ladder		\$ 803.00
728980	1	Stokes Box, W/Cover, Base Section of Ladder		\$ 1,877.00
596340	1	Warranty, Extended, 5 Year, Custom Chassis		\$ 13,434.00

Published Options \$ -
Unpublished Options \$ 23,790.00

AMENDMENT No. 1 to CONTRACT No. FS12-19

For

Fire Service Apparatus (All Types)

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Pierce Manufacturing, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2022 Midnight CT.

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

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

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

DocuSigned by:

02EC270D5D61423...

Chuck Wemple, Executive Director
9/1/2021
Date: _____

Signed for: **Pierce Manufacturing, Inc**

Printed Name & Title:

DocuSigned by:

D6AC3AF6368249B...

Jeff Trelka Vice President, Finance
9/1/2021
Date: _____

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Pierce Manufacturing, Inc. - Public Services - - 19-01012

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Pierce Manufacturing, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2600 American Drive, Appleton, WI 54914.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

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

ARTICLE 5: SCOPE OF SERVICES

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

ARTICLE 6: PERFORMANCE PERIOD

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

ARTICLE 7: PAYMENT OR FUNDING

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

ARTICLE 8: REPORTING REQUIREMENTS

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

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

ARTICLE 9: INSURANCE

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

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

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

ARTICLE 11: AUDIT

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

ARTICLE 12: EXAMINATION OF RECORDS

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

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

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

ARTICLE 13: RETENTION OF RECORDS

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

ARTICLE 14: CHANGES AND AMENDMENTS

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

ARTICLE 15: TERMINATION PROCEDURES

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

A. Convenience

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

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

B. Default

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

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

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: FORCE MAJEURE

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

ARTICLE 18: CONFLICT OF INTEREST

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

ARTICLE 19: FEDERAL COMPLIANCE

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

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

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

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

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

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

ARTICLE 21: INDEMNIFICATION AND RECOVERY

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

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

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

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

ARTICLE 23: TITLES NOT RESTRICTIVE

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

ARTICLE 24: JOINT WORK PRODUCT

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

ARTICLE 25: DISPUTES

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

ARTICLE 26: CHOICE OF LAW: VENUE

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

ARTICLE 27: ORDER OF PRIORITY

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

SIGNATURES:

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

Pierce Manufacturing, Inc.


Signature 
E40C74AECF164AE...

Name Michael Pack

Title VP Finance

Date 11/15/2019

H-GAC

DocuSigned by:
Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/13/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Pierce Manufacturing, Inc. - Public Services -

19-01012

SPECIAL PROVISIONS

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

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

ARTICLE 2: END USER AGREEMENTS ("EUA")

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

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

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

benefits, or terms to H-GAC and the END USER.

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

ARTICLE 4: PARTY LIABILITY

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

ARTICLE 5: GOVERNING LAW & VENUE

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

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

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

ARTICLE 7: LIQUIDATED DAMAGES

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

ARTICLE 8: INSURANCE

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

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

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

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

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

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

ARTICLE 10: CHANGE OF STATUS

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

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

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

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

	Attachment A		
	Pierce Manufacturing Inc		
	Fire Service Apparatus (All Types)		
	Contract No. FS12-19		
V. Pierce			
These units can only be sold outside Texas			
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)			
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)		\$841,899.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)		\$875,497.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body		\$827,652.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle		\$1,126,674.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder		\$936,103.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder		\$981,819.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform		\$1,031,013.00
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)		\$982,626.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform		\$1,322,460.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)		\$1,254,844.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)		\$1,266,367.00
B. Wildland Fire Apparatus			
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body		\$138,870.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank		\$215,358.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump		\$364,240.00
C. Pumper Fire Apparatus			
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$264,379.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$273,152.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$267,171.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$275,936.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$456,160.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$492,768.00

FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	\$578,586.00
FS19VC09	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$643,725.00
D. Special Service Apparatus (Walk-In Bodies) Multi-use: Rescue, RE-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	\$154,273.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$208,337.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$210,190.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$204,051.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$214,955.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	\$396,673.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$497,432.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$609,953.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$300,407.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$302,928.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$298,047.00
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$305,177.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$598,680.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$704,579.00
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	\$747,407.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	\$776,914.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,292.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$279,029.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,490.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$303,543.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$508,722.00
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$584,155.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$304,897.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$317,114.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$294,582.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$305,758.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$507,029.00

FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$602,900.00
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	\$630,280.00

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

May 27, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

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

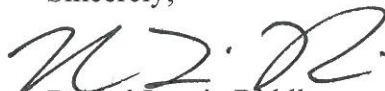
Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Emergency Equipment Professional Inc for two Pierce Enforcer pumper fire trucks.

General Fund.

Amount of Contract:

\$1,223,120.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220113 EEP2 Agenda Package POs	Cover Memo	1/13/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Barber, James	Approved	1/13/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

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

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>4219</u>	2022	(1510) FIRE ADMINISTRATION	2 PIERCE ENFORCER PUMPER FIRE TRUCKS (HGAC COOPERATIVE PURCHASING AGREEMENT)	\$1,223,120.00	(294963) <u>EMERGENCY</u> <u>EQUIPMENT</u> <u>PROFESSIONAL</u> <u>INC</u>

Adopted:

City Clerk

Bill To	Requisition 00004219-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 1

Vendor	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK FIRE, PUMPER,HGAC BUY; FS19VC07, Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper, Includes EEP Extended Service Plan, Prepay Discount -- 2 Units, Pierce / Dealer Incentive -- 2 Units; Additional Air Tanks; Aggressive Down shift; 75 gallon fuel tank; - Add Extended Bumper; Bumper tray with cover; - Linex Bumper Coating; Electric windows; - EMS Compartment in Cab; - Handrail with LED Lighting Cab; - Spare 12 volt power (each); Camera System Rear only;- Kussmaul Pump plus; - Auto-eject 20 amp; 12 volt LED Flood Recessed or surface (per light) A; 12 volt LED Flood Recessed or surface (per light) B; Tail Board Upgrade Package; Additional Hosebed Divider; - Add Right High Side Compartments; Ladder Storage next to tank; trough - hard suction (each); - hard suction hose (each); - Swing-out tool board; - PegBoard in compartment; Vertical Partition; - Increase Pump from	2.00 EACH	611560.00000	1223120.00

Bill To	Requisition 00004219-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 2

Vendor	Ship To
	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/22	00000				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
1	1250 to 1500 gpm; add pump anodes (pair); add 2.5" suction inlet; 1.5" discharge front bumper; - 1.5" discharge; 2.5" Discharge - Extenda-gun 18" ; - Hose Reel, above pump w/ 150' Hose; - Akron 3096-95 gpm Single Agent System; - Q2B Siren; Mini Lightbar over crew cab Doors; - Traffic Directing light bar "B"; - Graphics Upgraded 4; AND - Adjustable Compartment shelves Options: Work Surface, 1/4" Aluminum, Full Engine Tunnel, Flat; Mounting Provisions, Toughbook, ALU, Hinged; Map Box; Upgrade from four (4) chassis batteries to (5); Low Voltage Disconnect, Blue Sea 7635, Isolated Battery; Switch, Q2 Siren Brake, Chrome Push-Button, PS; and Warranty, Extended, 5 Year, Custom Chassis Vendor Item			
1	7000.40.20.0000.0000.2070.0000.0000.47120. E MP01522 .VEHICLEEXP.			1223120.00

Bill To	Requisition 00004219-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released
	Page 3

Vendor	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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
01/06/22	00000				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 1223120.00

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

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP.	1223120.00	127014.11

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

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.		

MOTOR POOL EXP	1223120.00
VEHICLE ACQ (GREATER \$5000)	

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

Activity	Date	Clerk	Comment
Approved	01/07/22	DIANE MCCARTY	
Approved	01/07/22	CHARLES SUMRALL	Auto approved by: 910513661
Approved	01/11/22	JOHN PEAVY	Auto approved by: 910518527



CONTRACT PRICING WORKSHEET

For MOTOR VEHICLES Only

Contract No.:

FS12-19

Date Prepared:

1/4/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	City of Mobile (Bid #916)	Contractor:	Emergency Equipment Professionals
Contact Person:	John Paine	Prepared By:	Brian Lee
Phone:	251-208-7434	Phone:	662-280-4729
Fax:	251-208-7430	Fax:	662-342-7251
Email:	paine@cityofmobile.org	Email:	blee@eeproinc.com

Product Code:	FS19VC07	Description:	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$530,667.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.

(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Qty.	Cost	Description	Qty.	Cost
135 - Additional Air Tanks	1	\$ 404.00	293 - Ladder Storage next to tank	1	\$ 5,077.00
151 - Aggressive Down shift	1	\$ 150.00	307 - trough - hard suction (each)	2	\$ 3,472.00
157 - 75 gallon fuel tank	1	\$ 1,251.00	308 - hard suction hose (each)	2	\$ 2,594.00
159 - Add Extended Bumper	1	\$ 2,448.00	312 - Swing-out tool board	1	\$ 1,932.00
161 - Bumper tray with cover	1	\$ 1,015.00	319 - PegBoard in compartment	1	\$ 584.00
166 - Linex Bumper Coating	1	\$ 479.00	320 - Vertical Partition	2	\$ 560.00
175 - Electric Windows	1	\$ 2,195.00	334 - Increase Pump from 1250 to 1500 gpm	1	\$ 2,812.00
186 - EMS Compartment in Cab	1	\$ 2,797.00	337 - add pump anodes (pair)	1	\$ 380.00
190 - Handrail with LED Lighting Cab	1	\$ 604.00	342 - add 2.5" suction inlet	1	\$ 1,320.00
208 - Spare 12 volt power (each)	4	\$ 584.00	343 - 1.5" discharge front bumper	1	\$ 2,368.00
221 - Camera System Rear only	1	\$ 1,140.00	349 - 1.5" discharge	1	\$ 1,527.00
241 - Kussmaul Pump plus	1	\$ 2,791.00	350 - 2.5" Discharge	1	\$ 1,896.00
245 - Auto-eject 20 amp	1	\$ 567.00	357 - Extenda-gun 18"	1	\$ 4,477.00
263 - 12 volt LED Flood Recessed or surface (per light) A	2	\$ 2,612.00	369 - Hose Reel, above pump w/ 150' Hose	1	\$ 3,505.00
264 - 12 volt LED Flood Recessed or surface (per light) B	4	\$ 7,768.00	371 - Akron 3096-95 gpm Single Agent System	1	\$ 6,114.00
267 - Tail Board Upgrade Package	1	\$ 1,903.00			
278 - Additional Hosebed Divider	1	\$ 559.00			
290 - Add Right High Side Compartments	1	\$ 4,107.00			
			Subtotal From Additional Sheet(s):		\$ 17,939.00
			Subtotal B:		\$ 89,931.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Qty.	Cost	Description	Qty.	Cost
EEP Extended Service Plan		\$ 20,360.00			
			Subtotal From Additional Sheet(s):		\$ 17,388.00
			Subtotal C:		\$ 37,748.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 6%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	2	X Subtotal of A + B + C:	\$ 658,346.00	=	Subtotal D:	\$ 1,316,692.00
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: \$ 2,000.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Materials Surcharge (2-units, \$8,850.00 ea.)	\$ 17,700.00		
Prepay Discount (2-units, \$17,000.00 ea.)	\$ (34,000.00)		
Pierce / Dealer Incentive (2-units, \$39,636.00 ea.)	\$ (79,272.00)		
		Subtotal F:	\$ (95,572.00)

Delivery Date: January 2023 G. Total Purchase Price (D+E+F): \$ 1,223,120.00

Option Number	Qty	Description	Published Options	Unpublished Options
	1	422 - Q2B Siren	\$ 4,322.00	
	1	426 - Mini Lightbar over crew cab Doors	\$ 4,459.00	
	1	429 - Traffic Directing light bar "B"	\$ 2,544.00	
	1	506 - Graphics Upgraded 4	\$ 4,934.00	
	8	310 - Adjustable Compartment shelves	\$ 1,680.00	
614915	1	Work Surface, 1/4" Aluminum, Full Engine Tunnel, Flat		\$ 635.00
896494	1	Mounting Provisions, Toughbook, ALU, Hinged		\$ 575.00
767953	1	Map Box		\$ 931.00
79205	1	Upgrade from four (4) chassis batteries to (5)		\$ 721.00
774080	1	Low Voltage Disconnect, Blue Sea 7635, Isolated Battery		\$ 939.00
740391	1	Switch, Q2 Siren Brake, Chrome Push-Button, PS		\$ 153.00
596340	1	Warranty, Extended, 5 Year, Custom Chassis		\$ 13,434.00

Published Options \$ 17,939.00
Unpublished Options \$ 17,388.00

PURCHASING TERMS AND CONDITIONS

(Alabama)

These Purchasing Terms and Conditions, together with the Equipment Proposal and all attachments (collectively, the "Agreement") are entered into by and between Emergency Equipment Professionals, Inc., a Mississippi corporation ("Company") and Customer (as defined in Emergency Equipment Professionals, Inc.'s Equipment Proposal document) and is effective as of the date specified in Section 3 of these Purchasing Terms and Conditions. Both Company and Customer may be referred throughout this document individually as a "party" or collectively as the "parties."

1. Definitions.

- a. **"Acceptance"** has the same meaning set forth in Company's Equipment Proposal.
- b. **"Company's Equipment Proposal"** means the Equipment Proposal provided by Company and prepared in response to Customer's request for proposal for a fire apparatus, associated equipment or an ambulance.
- c. **"Cooperative Purchasing Contract"** means an Agreement between Company and a public authority, including without limitation, a department, division, agency of a municipal, county or state government ("Public Authority"), that adopts or participates in an existing agreement between Company and another non-party customer (including, but not limited to such non-party customer's equipment proposal, its applicable exhibits, attachments and purchasing terms and conditions), often referred to as a "piggyback arrangement," which is expressly agreed to, in writing, by Company. Company has sole discretion to determine whether it will agree to such a Cooperative Purchasing Contract.
- d. **"Delivery"** means when Company delivers physical possession of the Product to Customer.
- e. **"Manufacturer"** means the Manufacturer of any Product.
- f. **"Prepayment Discount"** means the prepayment discounts, if any, specified in Company's Equipment Proposal.
- g. **"Product"** means the fire apparatus and any associated equipment, or ambulance manufactured or furnished for Customer by Company pursuant to the Specifications.
- h. **"Purchasing Terms and Conditions"** means these Purchasing Terms and Conditions; however, if the Company's Equipment Proposal or the Customer's related Purchase Order states that it is governed by a Cooperative Purchasing Agreement, "Purchasing Terms and Conditions" shall mean those terms and conditions set forth in the applicable Cooperative Purchasing Agreement.
- i. **"Specifications"** means the general specifications, technical specifications, training, and testing requirements for the Product contained in Company's Equipment Proposal and its Exhibit A (Proposal Option List or for ambulance sales, the Quotation, or Order Form, as applicable), prepared in response to Customer's request for such a proposal.

2. Purpose. This Agreement sets forth the terms and conditions of Company's sale of the Product to Customer.

3. Term of Agreement. This Agreement will become effective on the date of Acceptance as defined in Company's Equipment Proposal ("Effective Date") and, unless earlier terminated pursuant to the terms of this Agreement, it will terminate upon Delivery and payment in full of the Purchase Price.

4. Purchase and Payment. Customer agrees to pay Company the Purchase Price for the Product(s) as set forth in Company's Equipment Proposal ("Purchase Price"). The Purchase Price is in U.S. dollars. Where Customer opts for a Prepayment Discount that specifies that Customer will tender one or more prepayments to Company, Customer must provide each prepayment within the time frame specified in the Equipment Proposal in order to receive the Prepayment Discount for that prepayment installment. Any invoice for goods and/or services paid with credit card will be subject to a 3% (of invoice) service fee.

5. Representations and Warranties. Customer hereby represents and warrants to Company that the purchase of the Product(s) has been approved by Customer in accordance with applicable general laws and, as applicable, Customer's charter, ordinances and other governing documents, and funding for the purchase has been duly budgeted and appropriated.

6. Cancellation/Termination.

- a. Fire Equipment and Apparatus Sales. In the event this Agreement is cancelled or terminated by Customer before completion, Company may charge Customer a cancellation fee. The following charge schedule is based on costs incurred by Manufacturer and Company for the Product, which may be applied and charged to Customer: (a) 12.5% of the Purchase Price after the order for the Product(s) is accepted and entered into Manufacturer's system by Company; (b) 25% of the Purchase Price after completion of approval drawings by Customer, and; (c) 37.5% of the Purchase Price upon any material requisition made by the Manufacturer for the Product. The cancellation fee will increase in excess of (c)

in this Section 6, accordingly, as additional costs are incurred by Manufacturer and Company as the order progresses through engineering and into the manufacturing process.

- b. Ambulance Sales. This Section 6 for Cancellation/Termination does not apply to Ambulance Sales. An order for an ambulance cannot be cancelled or terminated once Company receives and processes Customer's Acceptance of Company's Equipment Proposal.
7. Delivery. The Product is scheduled to be delivered as specified in the Delivery Timing section of the Equipment Proposal ("Delivery Timing"), which will be F.O.B. Company's facility. The Delivery Timing is an estimate, and Company is not bound to such date unless it otherwise agrees in writing. Company is not responsible for Delivery delays caused by or as the result of actions, omissions or conduct of the Manufacturer, its employees, affiliates, suppliers, contractors, and carriers. All right, title and interest in and to the Product, and risk of loss, shall pass to Customer upon Delivery of the Product(s) to Customer.
8. Standard Warranty. The manufacturer warranties applicable to this Agreement, if any, are attached to Company's Equipment Proposal as Exhibit A and are incorporated herein as part of the Agreement.
 - a. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, COMPANY, INCLUDING ITS PARENT COMPANY, AFFILIATES, SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS PROVIDED UNDER THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING DISCLAIMER, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, IMPLIED WARRANTY AGAINST INFRINGEMENT, AND IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
9. Limitation of Liability. COMPANY WILL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, ECONOMIC, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT WITHOUT REGARD TO THE NATURE OF THE CLAIM OR THE UNDERLYING THEORY OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, EQUITY OR ANY OTHER THEORY OF LAW) ON WHICH SUCH DAMAGES ARE BASED. COMPANY'S LIMIT OF LIABILITY UNDER THIS AGREEMENT SHALL BE CAPPED AT THE TOTAL AMOUNT OF THE MONIES PAID BY CUSTOMER TO COMPANY UNDER THIS AGREEMENT.
10. Force Majeure. Company shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Company's control which make Company's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, including transportation or delivery losses outside of Company's control, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
11. Customer's Obligations. Customer shall provide its timely and best efforts to cooperate with Company and Manufacturer during the manufacturing process to create the Product. Reasonable and timely cooperation includes, without limitation, Customer's providing timely information in response to a request from Manufacturer or Company and Customer's participation in traveling to Manufacturer's facility for inspections and approval of the Product.
12. Default. The occurrence of one or more of the following shall constitute a default under this Agreement: (a) Customer's failure to pay any amounts due under this Agreement or Customer's failure to perform any of its obligations under this Agreement; (b) Company's failure to perform any of its obligations under this Agreement; (c) either party becoming insolvent or becoming subject to bankruptcy or insolvency proceedings; (d) any representation made by either party to induce the other to enter into this Agreement, which is false in any material respect; (e) an action by Customer to dissolve, merge, consolidate or transfer a substantial portion of its property to another entity; or (f) a default or breach by Customer under any other contract or agreement with Company.

13. Manufacturer's Statement of Origin. Company shall retain possession of the manufacturer's statement of origin ("MSO") for the Product until the entire Purchase Price has been paid. If more than one Product is covered by this Agreement, Company shall retain the MSO for each individual Product until the Purchase Price for that Product has been paid in full.
14. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitration shall take place in Shelby County, Alabama.
15. Miscellaneous. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venture of or with the other. Neither party may assign its rights and obligations under this Agreement without the prior written approval of the other party. This Agreement and all transactions between Emergency Equipment Professionals, Inc. will be governed by and construed in accordance with the laws of the State of Alabama. The delivery of signatures to this Agreement may be via facsimile transmission or other electronic means and shall be binding as original signatures. This Agreement shall constitute the entire agreement and supersede any prior agreement between the parties concerning the subject matter of this Agreement. This Agreement may only be modified by an amendment, in writing, signed by duly authorized representatives of both parties with authority to sign such amendments to this Agreement. In the event of a conflict between the Emergency Equipment Professionals, Inc. Proposal and these Terms and Conditions, the Emergency Equipment Professionals, Inc. Proposal shall control except in the case of a Cooperative Purchasing Contract as set forth in Section 1(b) and (g) of these Purchasing Terms and Conditions. If any term of this Agreement is determined to be invalid or unenforceable by a competent legal authority, such term will be either reformed or deleted, as the case may be, but only to the extent necessary to comply with the applicable law, regulation, order or rule, and the remaining provisions of the Agreement will remain in full force and effect.

AMENDMENT No. 1 to CONTRACT No. FS12-19

For

Fire Service Apparatus (All Types)

Between

HOUSTON-GALVESTON AREA COUNCIL

And

Pierce Manufacturing, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through May 31, 2022 Midnight CT.

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

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

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

DocuSigned by:

02EC270D5D61423...

Chuck Wemple, Executive Director
9/1/2021
Date: _____

Signed for: **Pierce Manufacturing, Inc**

Printed Name & Title:

DocuSigned by:

D6AC3AF6368249B...

Jeff Trelka Vice President, Finance
9/1/2021
Date: _____

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Pierce Manufacturing, Inc. - Public Services - - 19-01012

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Pierce Manufacturing, Inc., hereinafter referred to as the Contractor, having its principal place of business at 2600 American Drive, Appleton, WI 54914.

WITNESSETH:

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

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

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

ARTICLE 1: LEGAL AUTHORITY

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

ARTICLE 2: APPLICABLE LAWS

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

ARTICLE 3: INDEPENDENT CONTRACTOR

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

ARTICLE 4: WHOLE AGREEMENT

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

ARTICLE 5: SCOPE OF SERVICES

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

ARTICLE 6: PERFORMANCE PERIOD

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

ARTICLE 7: PAYMENT OR FUNDING

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

ARTICLE 8: REPORTING REQUIREMENTS

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

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

ARTICLE 9: INSURANCE

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

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

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

ARTICLE 11: AUDIT

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

ARTICLE 12: EXAMINATION OF RECORDS

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

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

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

ARTICLE 13: RETENTION OF RECORDS

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

ARTICLE 14: CHANGES AND AMENDMENTS

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

ARTICLE 15: TERMINATION PROCEDURES

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

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

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

- B. *Default*

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

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

ARTICLE 16: SEVERABILITY

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

ARTICLE 17: FORCE MAJEURE

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

ARTICLE 18: CONFLICT OF INTEREST

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

ARTICLE 19: FEDERAL COMPLIANCE

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

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

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

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

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

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

ARTICLE 21: INDEMNIFICATION AND RECOVERY

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

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

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

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

ARTICLE 23: TITLES NOT RESTRICTIVE

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

ARTICLE 24: JOINT WORK PRODUCT

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

ARTICLE 25: DISPUTES

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

ARTICLE 26: CHOICE OF LAW: VENUE

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

ARTICLE 27: ORDER OF PRIORITY

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

SIGNATURES:

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

Pierce Manufacturing, Inc.

Signature 
E40C74AECF164AE...

Name Michael Pack

Title VP Finance

Date 11/15/2019

H-GAC DocuSigned by:

Signature 
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/13/2019

H-GAC

Houston-Galveston Area Council
P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Pierce Manufacturing, Inc. - Public Services -

19-01012

SPECIAL PROVISIONS

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

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

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

ARTICLE 2: END USER AGREEMENTS ("EUA")

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

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

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

benefits, or terms to H-GAC and the END USER.

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

ARTICLE 4: PARTY LIABILITY

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

ARTICLE 5: GOVERNING LAW & VENUE

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

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

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

ARTICLE 7: LIQUIDATED DAMAGES

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

ARTICLE 8: INSURANCE

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

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

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

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

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

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

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

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

ARTICLE 10: CHANGE OF STATUS

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

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

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

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

	Attachment A		
	Pierce Manufacturing Inc		
	Fire Service Apparatus (All Types)		
	Contract No. FS12-19		
V. Pierce			
These units can only be sold outside Texas			
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)			
FS19VA01	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)		\$841,899.00
FS19VA02	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 75' Steal Rear-Mounted Telescoping Ladder (500#)		\$875,497.00
FS19VA03	Pierce Enforcer Chassis 4-Door 75' Aluminum Rear Mounted Telescoping Ladder, Formed Aluminum Body		\$827,652.00
FS19VA04	Pierce Arrow Chassis 4-Door 100' Aluminum Rear Mount Aerial, Aluminum Body, Tandem Axle		\$1,126,674.00
FS19VA05	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Rear-Mounted Telescoping Ladder		\$936,103.00
FS19VA06	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 107' Rear-Mounted Telescoping Ladder		\$981,819.00
FS19VA07	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Rear Axle, 110' Rear-Mounted Telescoping Platform		\$1,031,013.00
FS19VA08	Pierce Enforcer Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 105' Rear-Mounted Telescoping Ladder (500#)		\$982,626.00
FS19VA09	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Mid-Mounted Telescoping Ladder with Platform		\$1,322,460.00
FS19VA10	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Tandem Axle, 100' Rear-Mounted Telescoping Ladder with Platform (750#)		\$1,254,844.00
FS19VA11	Pierce Arrow Chassis, 4-Door Full Tilt Aluminum Cab, Formed Aluminum Body, Single Axle, 107' Tractor Drawn - Mid-Mounted Telescoping Ladder (#500)		\$1,266,367.00
B. Wildland Fire Apparatus			
FS19VB01	Pierce Brush Fire Apparatus, Ford F450, Formed Aluminum Utility Body		\$138,870.00
FS19VB02	Pierce Brush Fire Apparatus, Ford F-550 Mini Pumper 500 gpm, 300 tank		\$215,358.00
FS19VB03	Freightliner 4-Door 4 x 4 Wildland, 500 water, 1000 gpm Pump		\$364,240.00
C. Pumper Fire Apparatus			
FS19VC01	M2 Freightliner, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$264,379.00
FS19VC02	IHC, 2-Door, OEM Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$273,152.00
FS19VC03	KW, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$267,171.00
FS19VC04	Peterbilt, 2-Door, OME Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$275,936.00
FS19VC06	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$456,160.00
FS19VC07	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, Mid-Mounted Pumper		\$492,768.00

FS19VC08	Pierce Velocity, 4- Door Full Tilt Cab, Aluminum Long Body, 1250 gpm mid-mounted Pump	\$578,586.00
FS19VC09	Pierce Dash CF, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1250 GPM Pump, PUC Body Pumper	\$643,725.00
D. Special Service Apparatus (Walk-In Bodies) Multi-use: Rescue, RE-Hab, Hazmat, Mobile Command Center		
FS19VD01	Ford F-550 4- Door, 12 'Non-Walk-in Formed Aluminum Body	\$154,273.00
FS19VD02	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$208,337.00
FS19VD03	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$210,190.00
FS19VD04	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$204,051.00
FS19VD05	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Body	\$214,955.00
FS19VD06	Pierce Saber FR, Full-Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Non-Walk-In Encore Body 18.5'	\$396,673.00
FS19VD07	Pierce Enforcer 4-Door, Aluminum Cab, Single Axle, Formed Aluminum Body, Non Walk-in HDR Body	\$497,432.00
FS19VD08	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Non-Walk-in HDR Body	\$609,953.00
FS19VD09	M2 Freightliner, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$300,407.00
FS19VD10	IHC, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$302,928.00
FS19VD11	Kenworth, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$298,047.00
FS19VD12	Peterbilt, 2-Door, OEM Cab, Single Axle, Formed Aluminum Body, Walk-In Body	\$305,177.00
FS19VD13	Pierce Enforcer 4-Door, Full Tilt, Aluminum Cab, Single Axle, Formed Aluminum Body, Walk-in HDR Body	\$598,680.00
FS19VD14	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in HDR Body	\$704,579.00
FS19VD15	Pierce Velocity 2-Door, Aluminum Cab, Tandem Axle, Combination Formed Aluminum Body	\$747,407.00
FS19VD16	Pierce Velocity 4-Door Aluminum Cab, Tandem Axle Walk-in Communications Body	\$776,914.00
E. Pumper/Tankers & Tankers		
FS19VE01	Freightliner 2 Door, Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,292.00
FS19VE02	IHC 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$279,029.00
FS19VE03	Kenworth 2dr Single Axle Tanker, Aluminum Body w/2000 water & 500 pump	\$276,490.00
FS19VE04	Peterbilt 2dr Single Axle Tanker, Aluminum w/2000 water & 500 pump	\$303,543.00
FS19VE05	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted	\$508,722.00
FS19VE06	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Pumper/Tanker, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted	\$584,155.00
FS19VE07	Freightliner 2dr, Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$304,897.00
FS19VE08	IHC 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$317,114.00
FS19VE09	Kenworth 2dr Tandem Axle Tanker, Aluminum Body w/3000 water & 500 pump	\$294,582.00
FS19VE10	Peterbilt 2dr Tandem Axle Tanker, Aluminum w/3000 water & 500 pump	\$305,758.00
FS19VE11	Pierce Saber FR, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Single Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$507,029.00

FS19VE12	Pierce Enforcer, 4-Door, Full-Tilt, Aluminum Cab, Aluminum Body, Tandem Axle, 1000 GPM Pump, Mid-Mounted Elliptical Tanker	\$602,900.00
FS19VE13	Pierce Velocity, 4-Door Aluminum Cab, Tandem Axle, Aluminum Pumper/Tanker 2000 Gallon Body, 1500 GPM Pump	\$630,280.00

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

May 27, 2021

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from H-GAC related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), until further notice. See also Section 39-2-2(d)(2), *Ala. Code* (2018).

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education
Other Entities subject to §§ 16-13B-1, et seq. and 41-16-50, et seq., *Ala. Code* 1975

To Whom It May Concern,

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

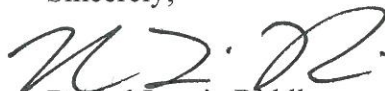
Based on the Department's review, the competitive bid process used by H-GAC is approved for use through **December 31, 2021**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485. This approval does **not** apply to State Public Four-Year Universities within the State of Alabama.

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

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

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

Sincerely,


Rachel Laurie Riddle
CHIEF EXAMINER



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Jennifer Greene

Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached change order is for a design and engineering contract between the City of Mobile and Neel-Schaffer, Inc. The initial contract was to conduct the first phase of the Innovating St. Louis Street: Mobile's Technology Corridor project, and consists of tasks related to project management, master planning, survey, design and engineering. During the course of the initial video investigations, a major stormwater issue was discovered. This contract increase (\$158,840.00) and extension will cover the additional design of that issue.

Neel-Schaffer was chosen through an ADCNR-approved competitive City of Mobile RFQ process that is aligned with the federal procurement policies, and their team consists of staff from Neel-Schaffer LLC, McCrory & Williams, LLC, Ephriam Environmental, LLC, and Wattier Surveying. This project will be implemented by the City of Mobile pursuant to the Subaward Agreement for Grant Number M1A12-ISLS between the Alabama Department of Conservation and Natural Resources and the City of Mobile. Federal funds in the amount of \$5,885,000.00 originated from the RESTORE Act. The project period per the Subaward Agreement commenced on March 1, 2020 and ends on February 28, 2023. The project's scope of work calls for the repair, replacement and/or rehabilitation of existing infrastructure facilities within the St. Louis Street right-of-way, one of the City's original streets. The underlying infrastructure, including pavement, sidewalk, utilities, and storm drainage system, will be replaced, repaired and/or upgraded utilizing modern technologies. The proposed scope calls for removal of all existing roadbed (asphalt and concrete), existing sidewalk, water lines, sanitary sewer and aboveground utilities (to the extent practicably possible), replacement plans include new sidewalks, curb and gutter, roadbed with on street parking, historically-appropriate lighting, new sanitary sewer and water lines, and reconstructed and repaired stormwater system.

Amount of Contract:

308,550.00

Effective Date of Contract:

1/18/2022

Funding Source

Project # 2018-3005-19 INNOVATING ST. LOUIS
STREET: MOBILE'S TECHNOLOGY
CORRIDOR ADCNR ACTIVITY #12

Discretionary Funds N/A

Project String Restore Act-G-StLouis

Contract Number:3113

Budget Amendment **REDUCE** N/A **INCREASE** 158,840.00

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	1/13/2022 - 1:05 PM
Accounting	Daniels, Bettye	Approved	1/13/2022 - 2:53 PM
Legal	Kern, Chris	Approved	1/13/2022 - 3:00 PM
Legal	Kern, Chris	Approved	1/13/2022 - 3:01 PM
Mayors Office	Barber, James	Approved	1/13/2022 - 3:13 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to determine the necessity for the condemnation of certain lands in the City of Mobile for the widening of McGregor Avenue (Airport Boulevard - Dauphin Street)

Amount of Contract:

n/a

Effective Date of Contract:

1/25/2022

Funding Source

Project # Resolution authorizing the condemnation of land for the widening of McGregor Avenue Tract 36 **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	1/12/2022 - 4:56 PM
Legal	Kern, Chris	Approved	1/13/2022 - 11:52 AM
Mayors Office	Barber, James	Approved	1/13/2022 - 2:36 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Submitted by:

James Roberts, Neighborhood Development

Sponsored by:

William S. Stimpson, Mayor

Cory Penn, Councilmember

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

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

REVIEWERS:

Department	Reviewer	Action	Date
Neighborhood Development	Roberts, James	Approved	1/13/2022 - 12:52 PM
Mayors Office	Barber, James	Approved	1/13/2022 - 2:36 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

1/7/2022 - 4:29
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Carroll

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2022 - 2:58 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:1/18/2022

Sponsored by:

Councilmember Daves

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	1/12/2022 - 3:00 PM