



AGENDA

MOBILE CITY COUNCIL MEETING

Tuesday, June 28, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**
Pastor Brad Sullivan, Surge Church
3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**
June 21, 2022
7. **COMMUNICATIONS FROM THE MAYOR**
8. **MONTHLY FINANCE REPORTS**
9. **ADOPTION OF THE AGENDA**
10. **APPEALS**

Request of Joseph Beard for a waiver of the Noise Ordinance at 758 Marine Street on July 1-4, 2022, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Patricia Beard for a waiver of the Noise Ordinance at 762 Marine Street on July 1-4, 2022, from 2:00 p.m. - 10:00 p.m. (District 2).

Request of Dara Greene for a waiver of the Noise Ordinance at 658 Donald Street on July 2, 2022, from 4:00 p.m. - 8:00 p.m. (District 1).

Request of James Ingram for a waiver of the Noise Ordinance at 457 Charles Street on July 4, 2022, from 3:00 p.m. - 10:00 p.m. (District 2).

Request of Leon Simms for a waiver of the Noise Ordinance at 1831 Riverside Drive on July 16, 2022, from 1:00 p.m. - 10:00 p.m. (District 3).

Request of Johnnie Robinson for a waiver of the Noise Ordinance at 4791

Lesure Drive on July 23, 2022, from 7:00 p.m. - 1:00 a.m. (District 4).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Clarissa Perkins - Complaints about the MPD.

Bill Boswell - Preservation of live oaks on Broad Street.

Gina Finnegan - Ask the City to support the mission for Mobile YMCA.

Colette Rosenstiel - Request support to keep the downtown YMCA open.

Ashley Kleinschrodt - Opposed to closing the downtown YMCA.

Michael Hamilton - Opposed to closing the downtown YMCA.

Brian Green - Supports keeping the downtown YMCA open.

Rev. Bobby Brown - Fairness of redistricting for citizens.

Rev. David Edwards - The need to keep redistricting and annexation separate.

12. ORDINANCES HELD OVER

64-036 Rezone property located at the east side of North University Blvd. at the east terminus of Lebaron Dr., S. from R-1 to B-2 (sponsored by Councilmember Gregory).

13. CIP RESOLUTIONS HELD OVER

01-536 Authorize agreement with ALDOT for traffic signal upgrades, University Blvd. and Old Shell Rd. (sponsored by Councilmembers Jones and Gregory) (submitted by Jennifer White, Traffic Engineering Dept.).

09-537 Re-allocate \$125,000.00 from Capital Project Grant Match-Traffic Engineering, to Grant Fund-Traffic Signal Upgrade University; \$125,000.00 (sponsored by Councilmembers Jones & Gregory and Mayor Stimpson) (submitted by Jennifer White, Traffic Engineering Dept.).

14. RESOLUTIONS HELD OVER

01-538 Authorize a Foreign-Trade Zone Operator Agreement with GS Operating, LLC, d/b/a Frontier Technologies, for property located at Foreign Trade-Zone 82 (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

08-539 Approve purchase order to Imagetrend, Inc. for annual software subscription renewal; MFRD; \$23,690.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-540 Approve purchase order to Kronos, Inc. for annual subscription renewal for timekeeping and scheduling software; MFRD; \$19,099.89 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-541 Approve purchase order to North American Fire Equipment Co. for hydraulic rescue equipment, MFRD; \$235,598.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-542 Authorize contract with Convergent Technologies for server and security camera maintenance at the Mobile Alabama Cruise Terminal; \$33,424.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-543 Authorize contract with Rob't J. Baggett, Inc. for gangway preventative maintenance and inspections/technicians, Mobile Alabama Cruise Terminal; \$144,036.00 3 year total (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-544 Authorize contract with Micor Inc., d/b/a MDS Construction, Inc., for Bugler Sculpture base at Memorial Park; \$48,350.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Cassie Boatwright, REAM Dept.).

21-545 Authorize contract with Volkert, Inc. for design and engineering services for Brookley by the Bay; \$1,000,000.00 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer Greene, Project Mgmt.).

60-546 Authorize Release of Claims and Settle Agreement; Anderson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-547 Authorize Release of Claims and Settlement Agreement; King (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. CONSENT RESOLUTIONS BEING INTRODUCED

03-549 Appoint David White to the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Lisa C. Lambert, City Clerk).

58-550 Declare weeds noxious, Group 1630.

60-551 Determine an appropriation to Vivian's Door serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-552 Determine an appropriation to Gulf Coast Ethnic and Heritage Jazz Festival Productions, Inc. serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-553 Determine an appropriation to Hillsdale Heights Homeowners Association serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

16. RESOLUTIONS BEING INTRODUCED

08-554 Approve purchase orders for fuel (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-555 Approve purchase order to Harrells, LLC for fertilizer for Azalea City Golf Course; \$26,397.60 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-556 Approve item based bid for safety-rated leather work boots; \$90.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08- 557 Approve purchase order to SHI International, Corp. for citizen engagement software and 1 year subscription; \$52,608.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

17. ANNOUNCEMENTS



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 3:14 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/22/2022 - 2:07 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/22/2022 - 4:05
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/22/2022 - 4:26 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Penn

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

6/28/2022 - 8:16
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/24/2022 - 1:19
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description

Type

Upload Date

REVIEWERS:

Department Reviewer

Action

Date

City Clerk Gauthier, Lana

Approved

6/22/2022 - 4:30 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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
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REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/22/2022 - 4:31 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/22/2022 - 4:01
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 9:50
AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 -
11:16 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 -
12:18 PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 1:36
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 1:37
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 2:02
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 4:03
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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

6/23/2022 - 4:04
PM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

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
ordinance	Cover Memo	6/16/2022
packet	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	6/16/2022 - 9:44 AM

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, to **B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

Adopted:

Lisa Lambert, City Clerk

Shaundretta Porter

East side of North University Boulevard at the East terminus of Lebaron Drive South

Council District 1

Cory Penn

RESOLUTION

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

Adopted:

City Clerk

NOTICE OF HEARING OF PROPOSED AMENDMENT TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsisized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 21st day of June, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 20th day of May, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District**, to **B-2, Neighborhood Business District**. Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

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

Notice of Public Hearing for the Proposed Rezoning of Property
Located at the East side of North University Boulevard
at the east terminus of Lebaron Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted May 17, 2022, a public hearing will be held on the 21st day of June, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at the East side of North University Boulevard at the east terminus of Lebaron Drive South from R-1, Single-Family Residential District B-2, Neighborhood Business District.

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

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from R-1, Single-Family Residential District, to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the

City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.

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

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

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BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS.

The classification of said property is hereby changed from **R-1, Single-Family Residential District**, to **B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District**, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: 1) **Completion of the Subdivision process**; and 2) **Full compliance with all municipal codes and ordinances**.

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

Adopted:

Lisa Lambert, City Clerk

Shaundretta Porter

East side of North University Boulevard at the East terminus of Lebaron Drive South

Council District 1

Cory Penn



THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

May 11, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of May 5, 2022 considered the request of **Shaundretta Porter** for a change in zoning from **R-1, Single-Family Residential District**, to **B-2, Neighborhood Business District** for the property located at the **East side of North University Boulevard at the East terminus of Lebaron Drive South**.

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

May 6, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: East side of North University Boulevard at the East terminus of Lebaron Drive South.

Council District 1

ZON-001981-2022

Shaundretta Porter

Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on May 5, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support a rezoning request to a **B-2, Neighborhood Business** district:

- 1) There is a need to increase the number of sites available to business or industry; and
- 2) The subdivision of land into building sites makes reclassification of the land necessary and desirable.

As such, the Planning Commission voted to recommend Approval of a **B-2, Neighborhood Business** rezoning request to the City Council, subject to the following conditions:

- 1) Completion of the Subdivision process; and
- 2) Full compliance with all municipal codes and ordinances.

The advertising fee for this application is \$279.30. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:


Margaret Pappas
Deputy Director of Planning and Zoning

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA, THENCE S88°45'55"W 102.88 FEET TO THE POINT OF BEGINNING, THENCE S88°45'55"W 1113.89 FEET TO A CAPPED REBAR ON THE EAST RIGHT OF WAY OF NORTH UNIVERSITY BOULEVARD (R/W VARIES) THENCE ALONG SAID RIGHT OF WAY, N00°03'18"W 349.91 FEET TO A CAPPED REBAR; THENCE N88°45'55"E 1113.94 FEET TO A CAPPED REBAR, THENCE S00°02'48"E 349.92 FEET TO THE POINT OF BEGINNING. CONTAINS 389,778 SF (8.95 AC), MORE OR LESS



THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

April 22, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: East side of North University Boulevard at the East terminus of Lebaron Drive South.
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on April 21, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Commission heldover the application to the May 5, 2022, meeting to allow the applicant to revise their request for consideration of B-2 zoning and their site plan to show the following items:

- 1) Depiction of a 200-foot wooded buffer along the East and West property lines; and**
- 2) Depiction of a 50-foot wooded buffer along the North and South property lines.**

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

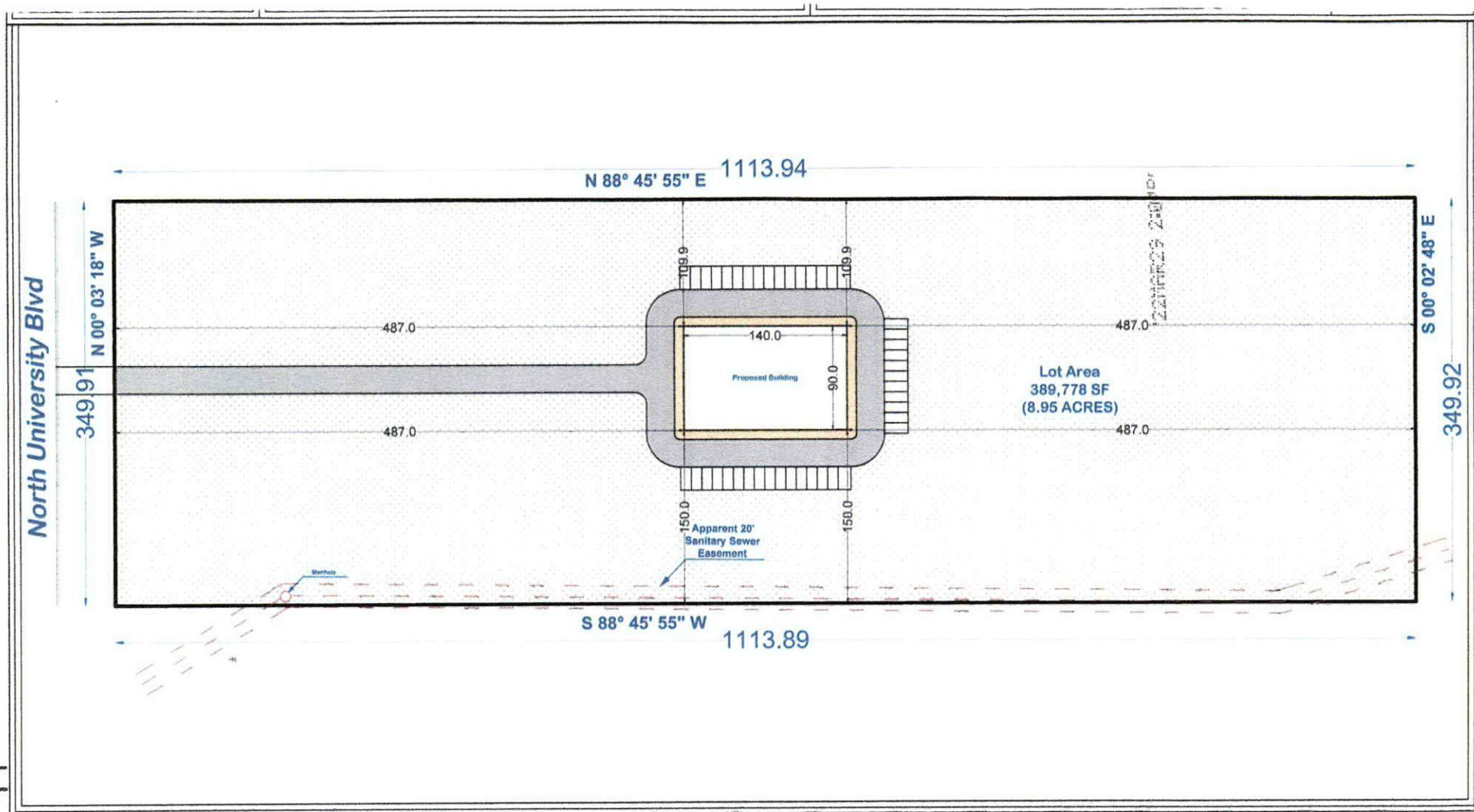
Margaret Pappas
Deputy Director of Planning and Zoning

There is a need to move the
numbers of sites available to the
analyst industry
one individual of data into finding
sites makes identification of the data
necessary and desirable.

Particular for going west:
the location will be a center
to that strategy from business and
corporate affairs to private equity
for economies and services.

Applicant: SCB 001952-2022 : Jon 001951-
2022

Applic: ASUB 001982-6729





THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 18, 2022

Shaundretta Porter
411 Parker Lane
Unit 11241
Chickasaw, Alabama 36611

Re: East side of North University Boulevard at the East terminus of Lebaron Drive South.
Council District 1
ZON-001981-2022 (Rezoning)
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

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

At its meeting on March 17, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission moved to holdover the request until the April 21, 2022, meeting. The applicant should submit a proposed use with a complete scope of operation and site plan to evaluate compliance with B-3 zoning. Additionally, the applicant should state which condition(s) upon which a rezoning application should be considered, prevail for this site as stated in 64-9 of the Zoning Ordinance. This information should be submitted to the Planning staff by March 28th.

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

Sincerely,

MOBILE CITY PLANNING COMMISSION

Ms. Jennifer Denson, Secretary

By:

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE



Re: East side of North University Boulevard at the East terminus of Lebaron Drive South.

Council District 1

Engineer / Surveyor: Austin Engineering Co, Inc.

ZON-001981-2022

Shaundretta Porter

Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m. on Wednesday, March 16, 2022**, to allow adequate time for the Commission members to review the information.

MOBILE CITY PLANNING COMMISSION

March 4, 2022

PUBLIC HEARING NOTICE



Re: **East side of North University Boulevard at the East terminus of Lebaron Drive South.**
Council District 1
Engineer / Surveyor: Austin Engineering Co, Inc.
ZON-001981-2022
Shaundretta Porter
Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, March 17, 2022, at 2:00 p.m.**, to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, to B-3, Community Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at <https://www.buildmobile.org/planning-commission/>. You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m. on Wednesday, March 16, 2022**, to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules and Procedures limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.



Plan Submission Contact Information

Name of Project NISSI COUTURE LLC

Address 411 PARKER LN

Owner SHAUNDETTA PORTER

Address 5810 MONICA DR EIGHT MILE, AL Zip Code 36613

Phone 2514569109 Fax _____ Email INFO@NISSICOUTURE.COM

Authorized Agent _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Contractor N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Architect N/A

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Submitted by:

SHAUNDRETTA PORTER

Signature

02/18/2022

Date

Print

OWNER

Affiliation to project/Organization

NISSI COUTURE, LLC
REZONING APPLICATION
NARRATIVE

Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.

PORTER, ELLE

5810 MONICA DRIVE
EIGHT MILE, AL 36613

HUGHES ALLEN R & PAULINE
5208 COLONIAL CIR N
MOBILE, AL 36618

BAKER, WILLIE C
4912 SANDSPUR DR
MOBILE, AL 36618

AL BANKING CORP/EVELYN MCGEE
TRUSTEES OF TIMOTHY ROBINSON
2505 LEBARON WOODS DRIVE
MOBILE, AL 36613

MCCREARY HARVEY & CRYSTAL
5201 LEBARON DR
MOBILE, AL 36618

ROUSSOS HARRY, LAURA
ROUSSOS
1723 WOODLEY RD
MOBILE, AL 36618

BAUCOM, ROBERT
9155 MATLOCK ROAD
IRVINGTON, AL 36544

MOBILE CITY OF BOARD OF WATER
P.O.BOX 180249
MOBILE, AL 36618

BENSON, SANDRA
4905 SANDSPUR DR
MOBILE, AL 36618

NEESE, HERMAN L SR
6903 HONEYBIRD MEADOW CIR
KAT, TEXAS 77493

BOULER, WILLIAM P
524 WEST VALLEY RD
CHICKASAW, AL 36611

NEESE, HERMAN W SR INT
4153 HOLLY SPRINGS DR
MOBILE, AL 36693

CAMPBELL, SHARON W
2501 LEBARON DR S
MOBILE, AL 36618

PRICE KEITH ERIC & KAREN
5205 COLONIAL CIRCLE N
MOBILE, AL 36618

DICK EARLE & KRYSTAL U DICK
5200 LEBARON DR S
MOBILE, AL 36618

ROBERTS, SHANDA N
5200 NONI CT
MOBILE, AL 36618

GRIFFIN, ALISHA
5203 NINO COURT
MOBILE, AL 36618

SANDALWOOD HOMEOWNERS
P.O.BOX 430
SPANISH FT 36527

HARRIS, STEPANIE
4908 SANDSPUR DR
MOBILE, AL 36618

WILLIAMS, GEORGW E
1719 WOODLEY D
MOBILE, AL 36618

HESTER PETE & LEVEICE KAY
1816 UNIVERSITY BLVD
MOBILE, AL 36618

WILLIAMS MARY BURDEN
5201 NINO CT
MOBILE, AL 36618

**SUBDIVISION &
ZONING AMENDMENT STAFF REPORT****Date: May 5, 2022****APPLICANT NAME**

Shaundretta Porter

SUBDIVISION NAME

Sandalwood Subdivision

LOCATIONEast side of North University Boulevard at the East terminus
of Lebaron Drive South**CITY COUNCIL
DISTRICT**

Council District 1

PRESENT ZONING

R-1, Single-Family Residential District

PROPOSED ZONING

B-3, Community Business District

AREA OF PROPERTY

1 Lot/ 9.0± Acres

CONTEMPLATED USE

Subdivision Approval to create one (1) legal lot of record from an existing metes-and-bounds parcel; and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.

It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

**ENGINEERING
COMMENTS**

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

- A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
- B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat.
- C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1.
- D. Add a graphic scale.
- E. Add a vicinity map and include street names.
- F. Show and label the adjoining parcel data.

- G. Show and label the distance from the property line to the existing centerline of the ROW.
- H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer.
- I. Provide the Surveyor's Certificate.
- J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE.
- K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
- L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
- M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
- N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
- O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
- P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.
- Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.

Rezoning: No comments.

TRAFFIC ENGINEERING

COMMENTS

Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY

COMMENTS

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

developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT

COMMENTS

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

TIME SCHEDULE FOR DEVELOPMENT

None at this time.

REMARKS

The applicant is requesting Subdivision Approval to create one (1) legal lot of record from an existing metes-and-bounds parcel, and Rezoning from R-1, Single-Family Residential District to B-3, Community Business District.

The site has been given a Low Density Residential (LDR) land use designation, per the adopted Future Land Use Plan and Map. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Low Density Residential land use designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The applicant proposes to create a single legal lot of record from an existing metes-and-bounds parcel. The lot size is depicted in square feet and acres on the plat, and exceeds the minimum lot size requirements of Section V.D.2. of the Subdivision Regulations. If approved, the lot size in both square feet and acres should be retained on the Final Plat, adjusted for any required frontage dedication, or a table should be furnished on the Final Plat providing the same information.

The site has frontage along North University Boulevard, a component of the Major Street Plan, with a planned 100-foot right-of-way width. The preliminary plat does not provide a right-of-way width along North University Boulevard and only indicates a variable right-of-way width. Therefore, the plat should be revised to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline should be required. The preliminary plat does not indicate a 25-foot minimum building setback line. Therefore, the plat should be revised to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication, if approved.

The preliminary plat indicates a sanitary sewer easement along the South boundary of the site. Therefore, a note should be required on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder, if approved.

As per the Traffic Engineering comments, the driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site is bounded to the North, South, East and West across North University Boulevard by R-1, Single-Family Residential District.

The applicant states the following to address the rationale for the zoning request:

Although no definitive plans have been made for development of this area, we feel that the rezoning this piece of property would be beneficial as surrounding properties are rezoning/have rezoned as well. Rezoning would place an opportunity to maximize on the forward thinking of the city in increasing the need for business sites as well as sites that are available for business opportunity. As this is directly in relation to needs of both business growth and opportunities, it will also play a role in assisting the ongoing growth opportunity for the community as a whole.

Section 64-9.A.2.a. of the Zoning Ordinance states that new B-3 districts should contain a minimum of four (4) acres, and the subject site exceeds the minimum size recommendations for the creation of a new B-3 district. However, the applicant does not have any specific use proposed for the subject site, and no site plan for proposed development was submitted. Therefore, no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood. Furthermore, the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

- 1) retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
- 2) revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;
- 3) revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;
- 4) placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;
- 5) full compliance with the Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm

- Water Management and Flood Control*) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, *Storm Water Management and Flood Control*; the *City of Mobile, Alabama Flood Plain Management Plan* (1984); and, the *Rules For Erosion and Sedimentation Control and Storm Water Runoff Control*. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);
- 6) placement of a note on the Final Plat stating the Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);
 - 7) compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and
 - 8) compliance with the Fire Department comments: All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

- 1) no specific use of the property was provided;
- 2) no site plan was provided;
- 3) no review can be conducted as to the proposed use of the site with regard to compatibility with the surrounding neighborhood; and

- 4) the approval of a B-3 classification embedded within surrounding R-1 properties would create a spot zoning situation.

Revised for the April 21st meeting:

These applications were heldover from the March 17th meeting to allow the applicant to submit a proposed use with a complete scope of operations and site plan for the Rezoning application to evaluate compliance with B-3 zoning. Additionally, the applicant was required to state which condition(s) upon which a rezoning application should be considered and prevail for this site as stated in Section 64-9 of the Zoning Ordinance.

The applicant submitted the following revised narrative concerning the Rezoning:

Rationale for zoning request:

The location will be a center to host everything from business and corporate affairs to private events for ceremonies and soirees.

There is a need to increase the number of sites available to business and/or industry.

The subdivision of land into building sites makes reclassification of the land necessary and desirable.

In addition to the revised narrative, the applicant submitted a site plan indicating a proposed 12,600 square-foot building centered within the subject site. Access is indicated to be via a driveway from North University Boulevard which encircles the building, with parking along the North, East and South sides of the driveway. Required parking for the building is 126 spaces, and 43 are indicated on the site plan. No information pertaining to other site compliance requirements such as landscaping, tree plantings, or refuse collection is provided.

Inasmuch as the site plan provided does not indicate compliance with the requirements for commercial site development, such compliance can be illustrated on a site plan submitted for development permits. However, the main factor to be considered for the proposed Rezoning would be compatibility with the surrounding neighborhood. All zoning within the immediate area along both sides of North University Boulevard is R-1, extending for approximately two miles from Moffett Road to Bear Fork Road, with the only exception being B-1, Buffer Business, approximately one-third mile to the North on the East side of North University Boulevard. There is a pending Rezoning to B-2, Neighborhood Business, approximately 1/4-mile North of the subject site, to allow an event center.

The subject site is embedded within R-1 zoning, and the allowance of a commercial district at this site would create a "spot zoning" situation. The applicant cites the need to increase the number of sites available to business and/or industry, and the subdivision of land into building sites as making the reclassification of the land as necessary and desirable. However, as there have been no rezonings within the immediate area which demonstrate the need for an increase in the number of sites available for business and/or industry, this assertion would not seem to stand.

Furthermore, there is no associated subdivision of land into building sites which would make reclassification necessary and desirable. The associated subdivision is merely to change the legal description of an existing metes-and-bounds parcel with no creation of subordinate lots.

As no new information was presented with regard to the Subdivision request, the original recommendation for Approval would stand. The proposed Rezoning to B-3, Community Business, would be out of character with the surrounding neighborhood and is recommended for Denial.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

- 1) retention of the lot size in both square feet and acres, adjusted for any required dedication, or the furnishing of a table on the Final Plat providing the same information;
- 2) revision of the plat to provide the current right-of-way width along North University Boulevard, and, if less than 50 feet from the centerline to the property frontage, dedication to provide 50 feet from the centerline is required;
- 3) revision of the plat to indicate a 25-foot minimum building setback line along North University Boulevard, adjusted as to be measured from any required dedication;
- 4) placement of a note on the Final Plat stating that no structures shall be constructed or placed within any easement without permission of the easement holder;
- 5) full compliance with the Engineering comments: (FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide the Subdivision Name – SANDALWOOD SUBDIVISION on the Plat. C. Label the PROPOSED LOT as a lot not a Parcel. It should be LOT A or LOT 1. D. Add a graphic scale. E. Add a vicinity map and include street names. F. Show and label the adjoining parcel data. G. Show and label the distance from the property line to the existing centerline of the ROW. H. Add a signature block for the Owner, Notary Public, Planning Commission, Traffic Engineer, and City Engineer. I. Provide the Surveyor's Certificate. J. Add a note to the SUBDIVISION PLAT stating that as shown on the 1984 aerial photo (FLIGHT 21 - #68) LOT 1 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: PROPOSED LOT 1 (or LOT A) – NONE. K. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. L. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. M. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at

time of new development or construction, unless a sidewalk waiver is approved. N. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. O. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. P. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing. Q. After addressing all of the FINAL SUBDIVISION PLAT review comments provide the ORIGINAL (with all signatures except for the Planning Commission, Traffic Engineering, and City Engineer), one (1) copy, and a transmittal letter to the Engineering Permitting Department. They can be dropped off at 205 Government St. or mailed to PO Box 1827, Mobile, AL, 36633.);

- 6) placement of a note on the Final Plat stating the Traffic Engineering comments: (Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);
- 7) compliance with the Urban Forestry comments: (Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.); and
- 8) compliance with the Fire Department comments: All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.).

Rezoning: Based on the preceding, this application is recommended for Denial for the following reasons:

- 1) the need for an increase in the number of sites available for business and/or industry within the area was not demonstrated;
- 2) the reclassification would create a "spot zoning" situation; and
- 3) the reclassification would be out of character with the surrounding neighborhood.

Revised for the May 5th meeting:

The Subdivision was approved at the Commission's April 21st meeting, but the Rezoning was heldover from that meeting to allow the applicant to revise the request for consideration of B-2 zoning and to revise the site plan to show the following items:

- 1) Depiction of a 200-foot wooded buffer along the East and West property lines; and
- 2) Depiction of a 50-foot wooded buffer along the North and South property lines.

The Commission advised the applicant that B-2 zoning should be considered. The applicant submitted a revised site plan indicating a 200-foot buffer along the East and West sides of the site, and a 50-foot buffer along the North and South sides of the site, as required

While the property adjoins residential zoning to the North, East and South, and is across the street from residential development, the provision of 200-foot deep buffers along the east and west property lines incumbers over three (3) acres of property which is over 1/3rd of the site.

The revised plan also illustrates the proposed 12,600 square foot building and the parking areas were revised to illustrate 125 parking spaces. While one additional parking space may be needed, as well as handicap spaces, there is more than adequate room to provide the additional spaces.

It should be noted that at the Commission's March 17 meeting, the Commission recommended approval of a request for B-2 zoning for a 15-acre site, located less than 800 feet north of this site. Although that application adjoins an existing B-1 district to the north, there were no additional buffers required for that site along the south and east property lines (adjoining residential). Regarding the B-1 site, the property consists of 140 acres and no additional buffers were required.

While additional buffering would be indicated with B-3 zoning adjoining R-1 zoning, with the revised recommendation for B-2 zoning, and considering the trend in the area towards commercial zoning along the east side of University Boulevard, the need for buffers would seem to be reduced.

RECOMMENDATION:

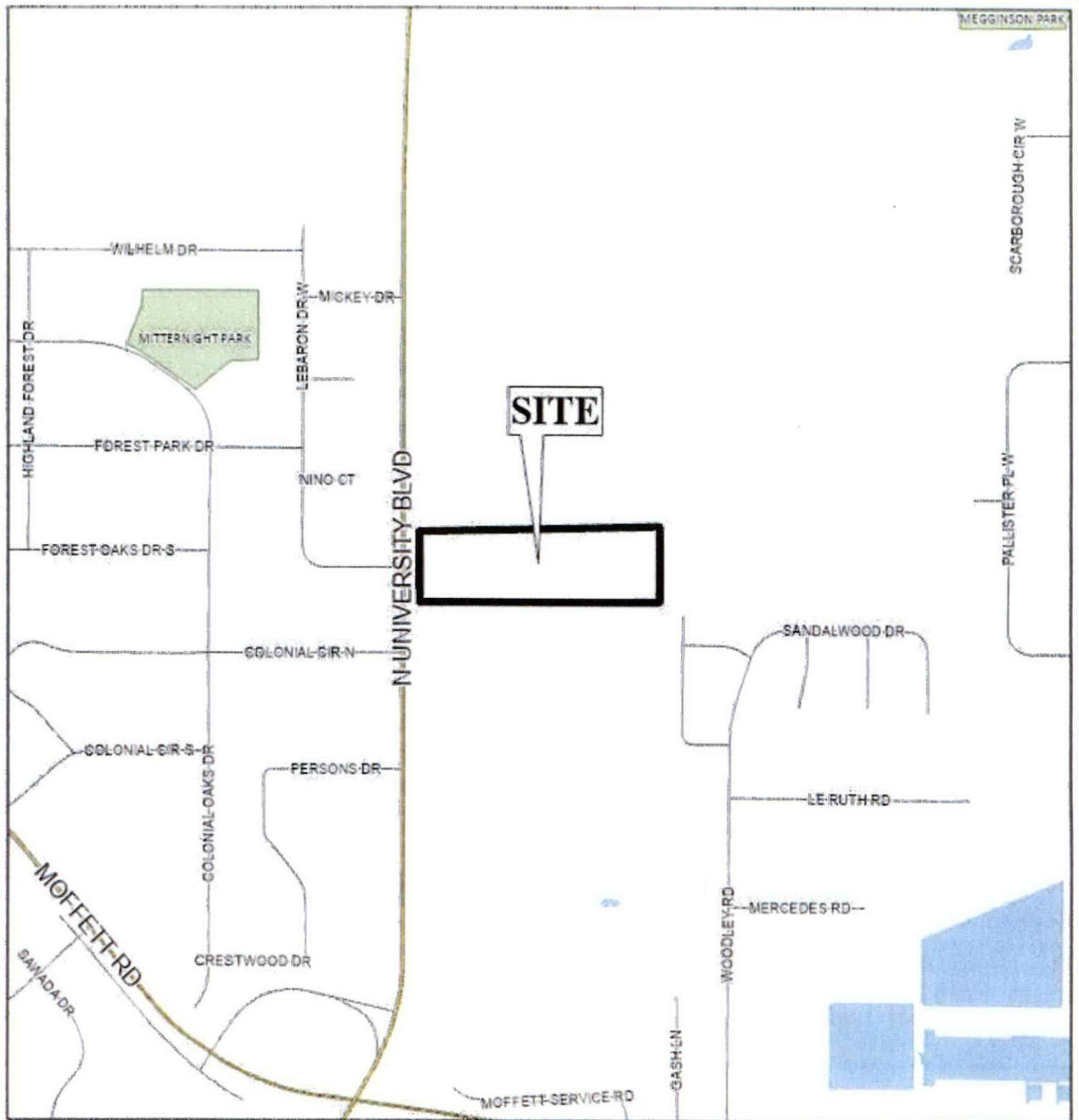
Based on the preceding, this application is recommended for Approval for the following reasons:

- 1) There is a need to increase the number of sites available to business or industry; and*
- 2) The subdivision of land into building sites makes reclassification of the land necessary and desirable.*

The rezoning should be subject to the following conditions:

- 1) Completion of the Subdivision process; and*
- 2) Full compliance with all municipal codes and ordinances.*

LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

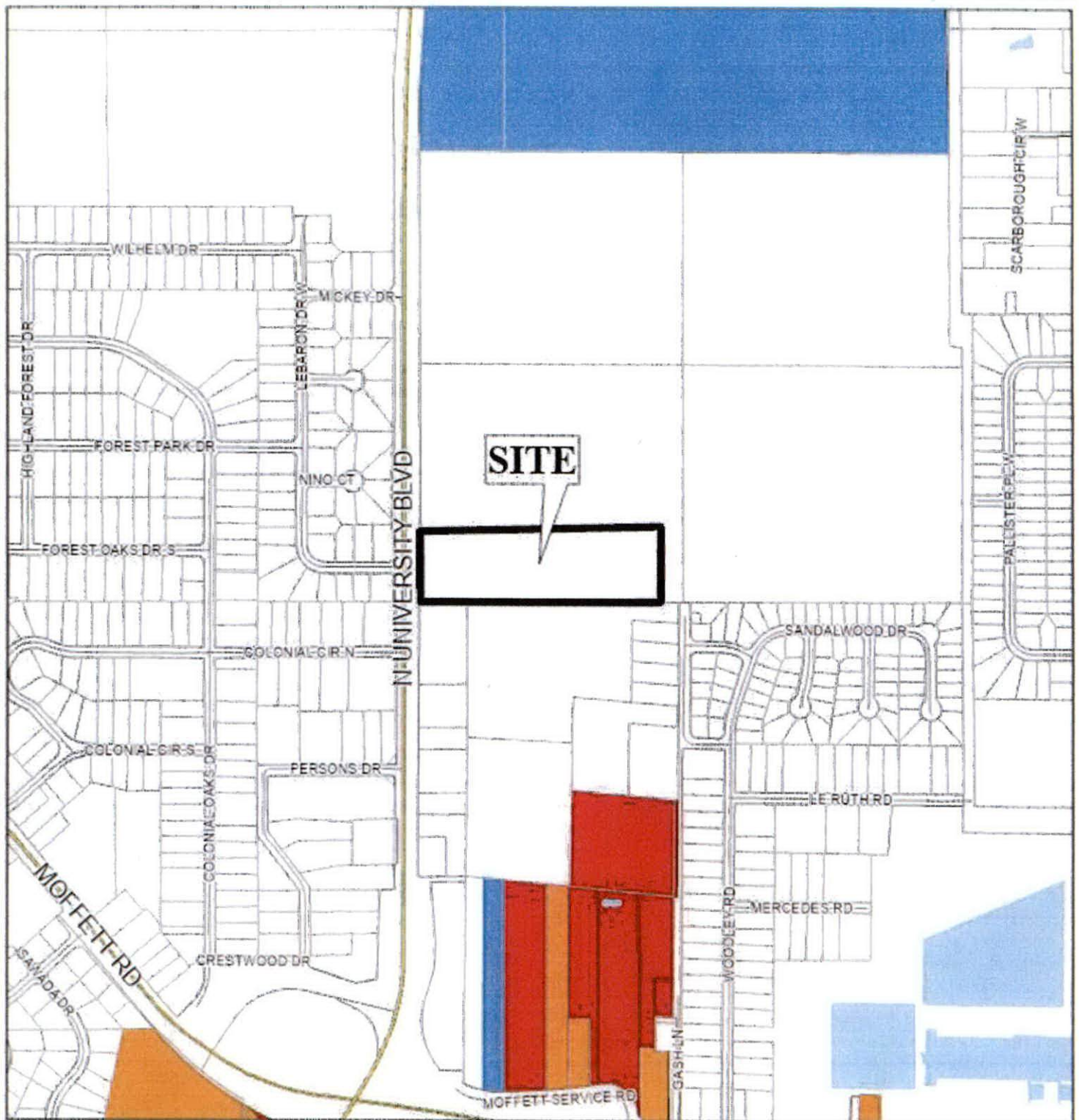
REQUEST Rezoning from R-1 to B-3

N



NTS

LOCATOR ZONING MAP



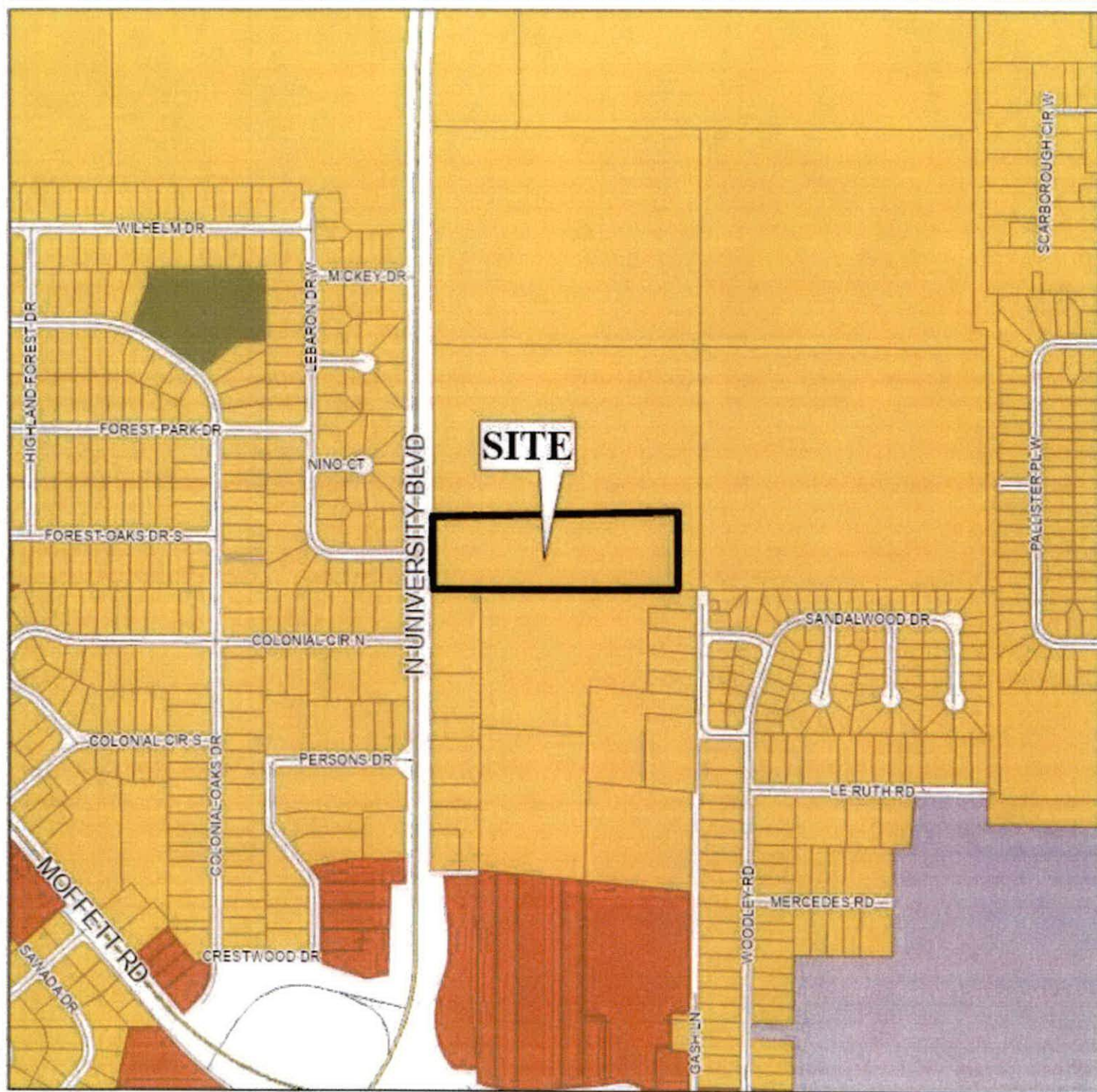
APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3



FLUM LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

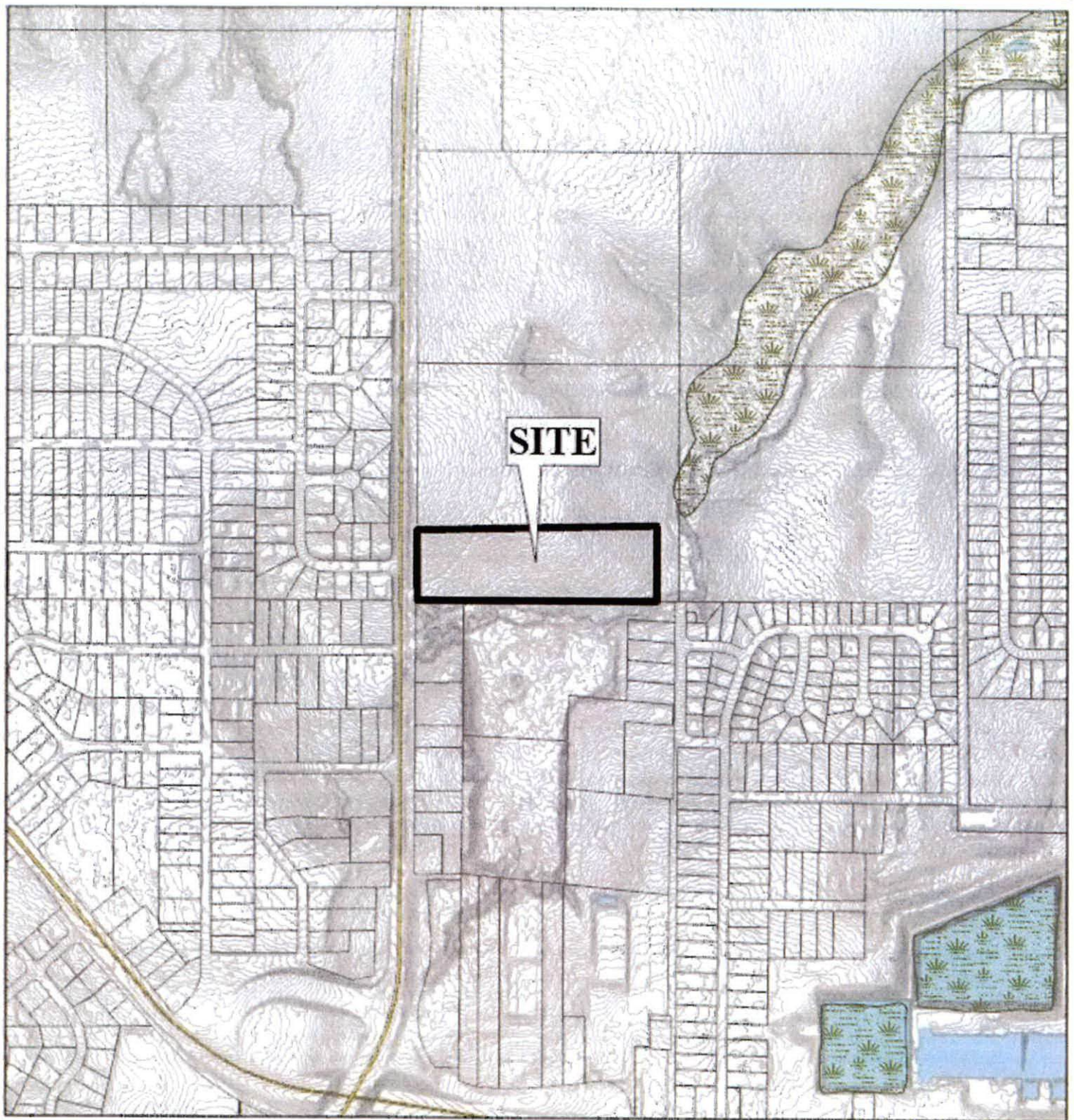
REQUEST Rezoning from R-1 to B-3

Layer2

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



ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 1 DATE May 5, 2022

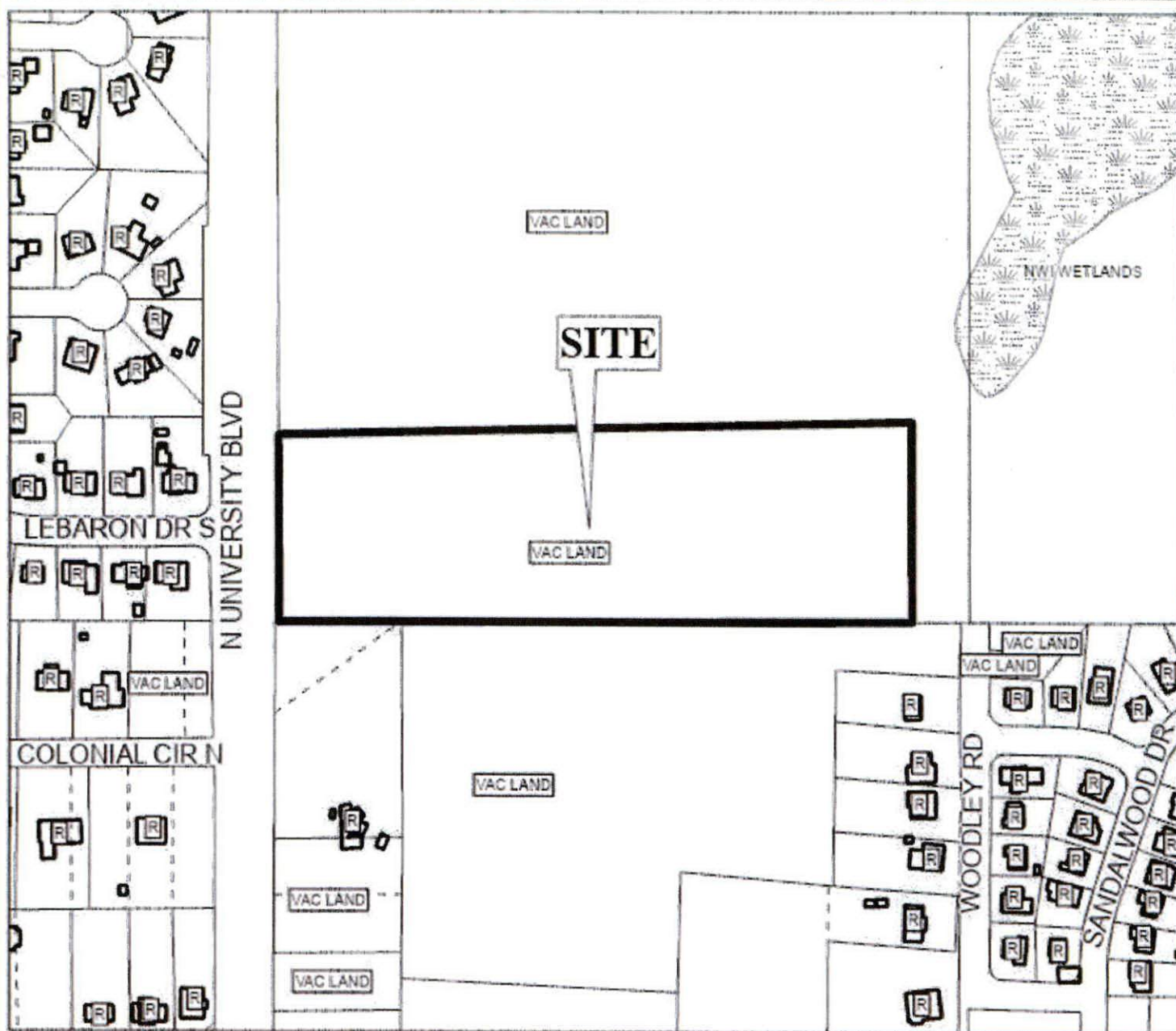
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3



NTS

PLANNING COMMISSION VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

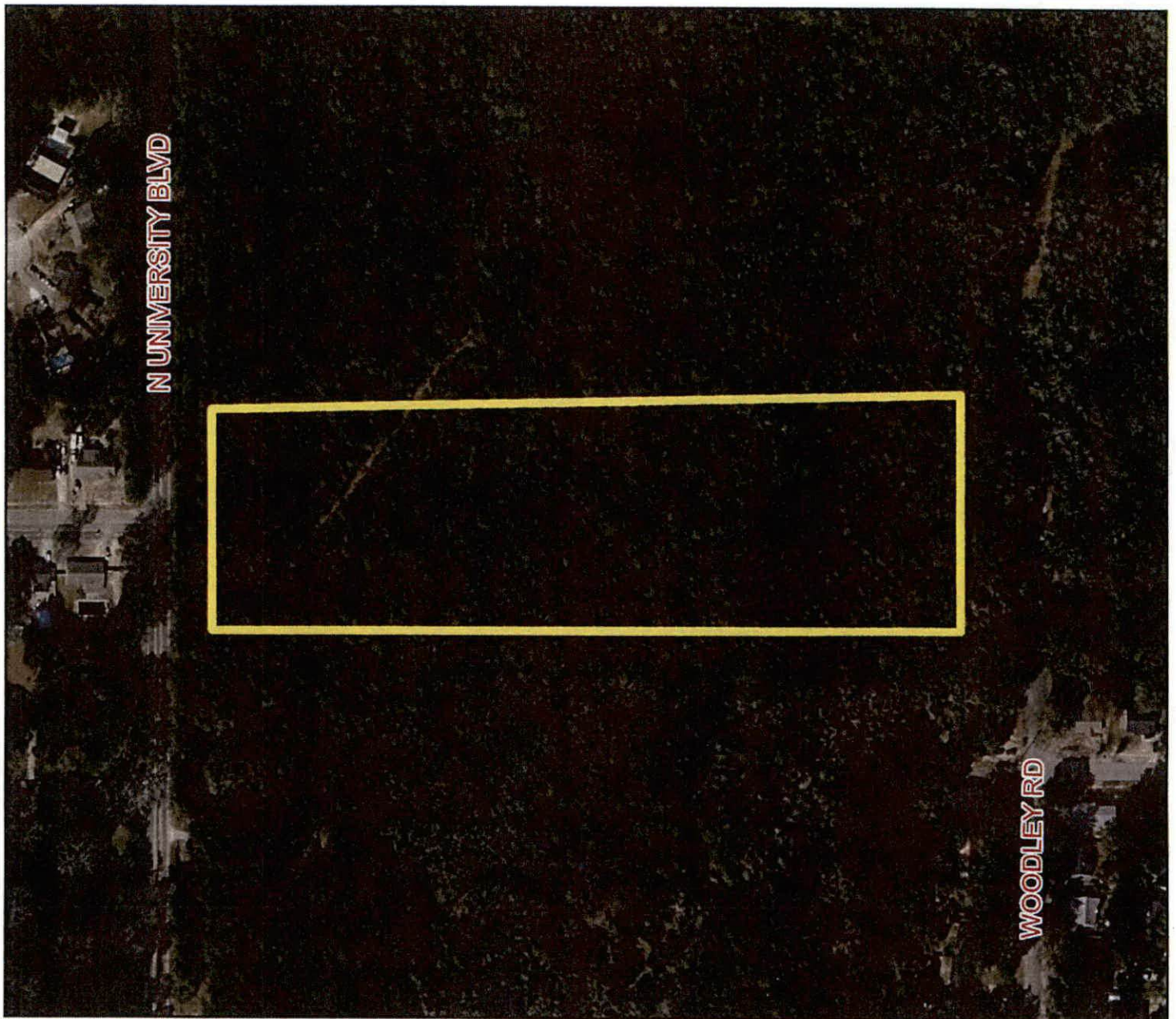
REQUEST Rezoning from R-1 to B-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6



PLANNING COMMISSION

VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units.

APPLICATION NUMBER 1 DATE May 5, 2022

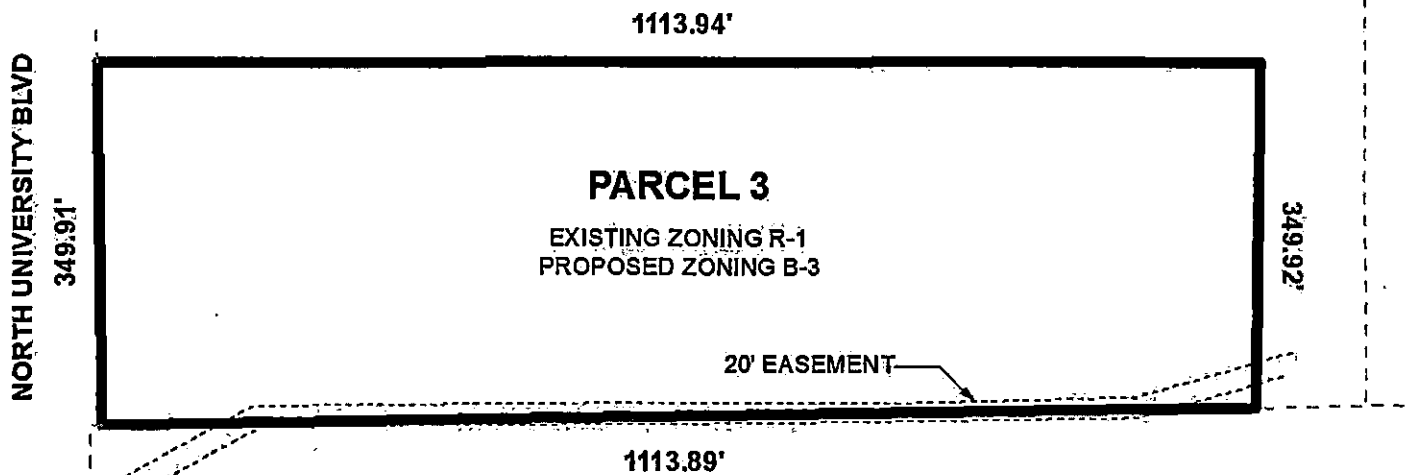
APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3



NTS

SITE PLAN



The site plan illustrates the existing zoning and an easement, and proposed zoning.

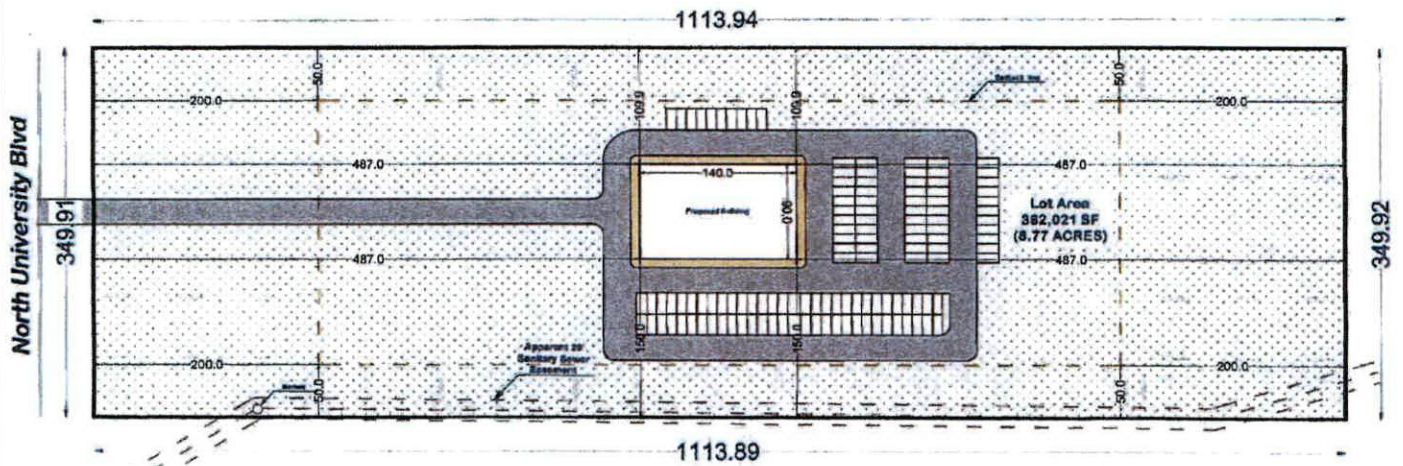
APPLICATION NUMBER 1 DATE May 5 , 2022

APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3



DETAIL SITE PLAN



APPLICATION NUMBER 1 DATE May 5, 2022

APPLICANT Shaundretta Porter

REQUEST Rezoning from R-1 to B-3





AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Scott Jones, Councilmember District 6

Gina Gregory, Councilmember District 7

Purpose and Scope of Project:

Special Project Agreement with ALDOT to upgrade the traffic signals along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd. Congestion Management Project STPMB-4920(250) includes updating traffic signal timing plans, upgrading controllers, installing network devices, repairing detection, and implementing traffic signal coordination.

Funding Source

Project # Congestion Management Project STPMB-4920(250) Traffic Signal Upgrades Along University Blvd from the **Discretionary Funds**

Project String 50015001.48010

Contract Number:

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

Grant Funds 500,000

Matching Funds 125,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/15/2022
packet	Cover Memo	6/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/15/2022 - 8:25 AM
Accounting	Christian, Rebecca	Approved	6/16/2022 - 1:39 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:52

Legal	Kern, Chris	Approved	PM 6/16/2022 - 2:52
Mayors Office	Montgomery, Brandi	Approved	PM 6/16/2022 - 3:52

RESOLUTION

Sponsored by: Councilmembers Jones and Gregory

BE IT RESOLVED BY THE CITY OF MOBILE, ALABAMA as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Traffic signal upgrade along University Blvd. from the campus quarters to Gaillard Dr. and along Old Shell Rd. from Cody Rd. to University Blvd.; Project# STPMB-4920(250); CPMS Ref# 100071557.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the

_____ day of _____, 20____, and that such resolution is on file in the City Clerk's Office.

ATTESTED:

City Clerk

Mayor

_____ day of _____, 20____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this _____ day of _____, 20____.

City Clerk

(AFFIX SEAL)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Jennifer White, Traffic Engineering

Sponsored by:

Mayor William S. Stimpson
Scott Jones, Council District 6
Gina Gregory, Council District 7

Purpose and Scope of Project:

Re-allocate \$125,000.00 from Capital Project (C0338) Grant Match-Traffic Engineering to Grant Fund (G-STPM4920) Traffic Signal Upgrade University for the purpose of constructing traffic signal improvements for the University Blvd and Old Shell Rd Corridors Congestion Management Project STPMB-4920(250), along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd

Funding Source

Project # Congestion Management Project STPMB-4920(250) Traffic Signal Upgrades Along University Blvd from the **Discretionary Funds**

Project String 50015001.48010

Contract Number:

Budget Amendment **REDUCE** **INCREASE** \$125,000

Grant Funds \$500,000

Matching Funds \$125,000

ATTACHMENTS:

Description	Type	Upload Date
Resolution	Resolution Letter	6/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Traffic Engineering	Bergin, Marybeth	Approved	6/15/2022 - 8:08 AM
Capital	Rhodes, Brenda	Rejected	6/15/2022 - 12:35 PM
Traffic	Bergin, Marybeth	Approved	6/15/2022 - 5:27

Engineering			PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 9:22 AM
Accounting	Christian, Rebecca	Approved	6/16/2022 - 1:39 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:43 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:43 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:54 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Scott Jones, Councilmember District 6
Gina Gregory, Councilmember District 7

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of \$125,000.00 be reallocated from Capital Project (C0338) Grant Match-Traffic Engineering 20002000.48040 Advertising to Grant Fund (G-STPM4920) Traffic Signal Upgrade University, 50015001.48010 Construction, for the purpose of constructing traffic signal improvements for the University Blvd and Old Shell Rd Corridors Congestion Management Project STPMB-4920(250), along University Blvd from the Campus Quarters to Gaillard Dr and along Old Shell Rd from Cody Rd to University Blvd

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the FTZ Operator Agreement between the City of Mobile and GS Operating, LLC d/b/a Frontier Technologies granting right to utilize the real property located FTZ No. 82

Amount of Contract:

n/a

Effective Date of Contract:

6/28/2022

Funding Source

Project # Resolution for FTZ Operator Agreement
with GS Operating

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Foreign-Trade Zone Operator Agreement with GS Operating, LLC	Resolution Letter	6/16/2022
FTZ Operator Agreement with GS Operating, LLC	Backup Material	6/16/2022
Signature page	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer		Action	Date
Legal	Barfield, Becky	Approved	6/16/2022 - 2:36 PM
Legal	Kern, Chris	Approved	6/16/2022 - 2:42 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:52 PM

2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Foreign-Trade Zone Operator Agreement between City of Mobile and GS Operating, LLC d/b/a Frontier Technologies, in which the City grants the Operator the right to utilize the real property located Foreign-Trade Zone No. 82, as outlined in the agreement attached hereto and made a part hereof as though set forth in full herein. A copy of said agreement is on file in the office of the City Clerk.

ADOPTED:

CITY CLERK

\\Citylawsrv\cycom\WPDocs\D016\P005\00108327.DOC

FOREIGN-TRADE ZONE OPERATOR AGREEMENT

THIS AGREEMENT is made and entered into on this the ___ day of _____, 2022, by and between the City of Mobile, an Alabama Class 2 municipal corporation (hereinafter referred to as "City" or "Grantee"), and GS Operating, LLC d/b/a Frontier Technologies, a Delaware Corporation qualified to do business in Alabama (hereinafter referred to as "Operator").

WITNESSETH:

WHEREAS, on or about February 24, 1983 and pursuant to the Foreign-Trade Zones Act of 1934, as amended (19 U.S.C. 81a-81-u), the City received a grant from the U.S. Foreign-Trade Zones Board, to establish, operate, and maintain a foreign-trade zone which is designated as Foreign-Trade Zone No. 82 ("Zone"); and

WHEREAS, the purpose of the foreign-trade zone program is to encourage, facilitate, and expedite U.S. participation in international trade, which in turn fosters economic development and increases employment opportunities; and

WHEREAS, pursuant to Resolution 01-056 adopted February 3, 2015 the Grantee entered into a contract with the Mobile Foreign Trade Zone Corporation (hereafter referred to as the "Administrator") to develop, manage and administer activities within the Zone and any subzone sites; and

WHEREAS, certain facilities of Operator are within, have been, or shall be designated as foreign-trade zone sites by a grant of authority issued by, or to be issued by, the Foreign-Trade Zones Board, such site or sites to be singularly or collectively referred to as "Site"; and

WHEREAS, pursuant to certain regulations promulgated by the federal Foreign-Trade Zones Board, 15 C.F.R. Part 400, Grantee is now required to enter into an agreement with each operator to carry out the objectives of the zone program, to identify roles and responsibilities, and to provide indemnification to the Grantee; and

WHEREAS, Operator desires to conduct certain activities on the Site and to avail itself of the rights and privileges attendant to operating in a foreign-trade zone; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

I. AUTHORITY GRANTED/ACCEPTED

1.1 Authority Granted: City hereby agrees that Operator may use the Site as a foreign-trade zone, subject to all terms and conditions of this Agreement, and for the term specified herein and any extension thereof.

1.2 Authority Accepted: Operator hereby accepts the foreign-trade zone status for the Site and hereby agrees to operate the Site in accordance with the terms and conditions of this Agreement, the effective Zone Schedule, and any applicable standards of operation, rules or regulations which now exist, or which may in the future be instituted or amended by City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board or any other federal, state, county, or local authority relating to occupancy or use of the Site.

II. EFFECTIVE DATE AND DURATION OF AGREEMENT

2.1 This Agreement shall be effective as of the _____ day of _____, 2022, and shall continue in effect for a term of Five (5) years unless extended or sooner terminated as herein provided, and shall automatically renew for successive five (5) year terms, on the same terms and conditions, unless terminated as herein provided. However, should this Agreement automatically renew, Operator will be bound by the fees contained in the then current Zone Schedule, and any future changes in the Zone Schedule.

2.2 Operator shall have the right, at any time, to terminate this Agreement and all rights and obligations hereunder upon sixty (60) days' prior written notice to Grantee.

III. STANDARDS OF OPERATION

3.1 Operational Management Procedures: Operator shall establish operating standards for the Site, which shall conform to all applicable requirements of City, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority with authority to regulate in this area. Operator shall operate in conformance with said operating standards for the term of this Agreement, and shall ensure the compliance of other parties operating at the Site.

3.2 Right of Entry: City, its contracted Administrator, the Bureau of Customs and Border Protection, the Foreign-Trade Zones Board, and any other federal, state, county, or local authority, or their authorized agents or representatives, shall have the right to enter the Site at all reasonable times, to inspect the Site and to ensure that all activities conform to the operating standards promulgated by City and the requirements of this Agreement. City or its contracted Administrator shall provide Operator with notice forty-eight (48) hours prior to its entry for inspection. Where possible, any such entry shall be limited to normal working hours and shall be made in accordance with the established security procedures of Operator. Operator shall have no claim against City or its contracted Administrator for interference with Operator's interests during such period of entry.

IV. RECORD KEEPING

4.1 Annual Reporting: Within sixty (60) days after the close of each calendar year during the term of this Agreement, or the expiration hereof, Operator shall submit to the Foreign-Trade Zones Board, via its online electronic interface, such reports as may be required by the Foreign-Trade Zones Board. Said reports shall include, but not be limited to, all information required for the annual report to the Foreign-Trade Zones Board. Grantee, at its discretion, may require Operator to submit any such reports in electronic or hard-copy form to Grantee or its contracted Administrator, either of which may edit such reports in filing Grantee's overall annual report to the Foreign-Trade Zones Board.

4.2 Activity Reports: Within fifteen (15) days after the end of each month during the term of this Agreement, or the expiration thereof, Operator shall, if requested by City, submit financial statements or activity reports containing such information as may be required by City to comply with requests of the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or any other authorized federal, state, county, or local agency. All such statements or reports shall be signed by an appropriate officer of the Operator, certifying that said statements or reports are true, correct, and accurate. All such information obtained from Operator shall be kept confidential, except for such information which is required to be made public by the Foreign-Trade Zones Board, the Bureau of Customs and Border Protection, or which shall be determined to be public information under applicable federal, state, or local laws.

4.3 Notification: Operator shall promptly notify City and its contracted Administrator of any audit, investigation, or additional reporting requirements instituted by the Bureau of Customs

and Border Protection, the Foreign-Trade Zones Board, or any federal, state, county, or local governmental agency which concerns foreign-trade zone operations within the Site. Operator agrees to furnish copies to City of all such requests for documentation, together with any response thereto.

4.4 Audit: City, or its designated representatives, reserve the right to audit Operator's books, financial statements, and records with respect to its zone operations for the purpose of verifying the information provided by Operator under this section.

4.5 Conformance: In the event it is determined that the operations of Operator are not in conformance with the requirements of City, the Bureau of Customs and Border Protection, or the Foreign-Trade Zones Board, Operator agrees to take whatever steps are necessary to immediately remedy the situation. In the event the deficiency cannot be corrected within five (5) working days after notification, Operator shall prepare a written plan of performance outlining the measures to be taken to ensure conformance with said requirement and the time period required therefor, which shall be subject to approval by City.

4.6 Retention: Operator shall retain all receiving, shipping, financial, and accounting records concerning foreign-trade zone operations for five (5) years after the date of the act or occurrence. All such records shall be made available for inspection and audit by any appropriate governmental agency, City, or its contracted Administrator during normal business hours. Notwithstanding any of the foregoing, any of the information regarding the Operator shall be kept confidential by the City or its contracted Administrator and shall not be disclosed to any other person, except for disclosure of such information as shall be required under federal, state, or local laws. The City agrees to provide advance written notice to the Operator or any intended disclosure, and to allow the Operator thirty (30) days to object and to take judicial and/or administrative measures to support the confidentiality of the information.

V. ADVERTISING

5.1 City reserves the right on behalf of itself and its contracted Administrator to advertise the fact that Operator is a foreign-trade zone user in general promotions for Foreign-Trade Zone No. 82.

VI. OPERATOR FEES

6.1 Operator Fees: Operator agrees to pay the City's contracted Administrator certain fees in accordance with the terms of Exhibit "A", which is attached hereto and incorporated herein by reference. Operator agrees to pay to Administrator interest at the rate of one and one-half (1 1/2%) per month on all sums not received by the due date. In addition, any sums not received by Administrator by the due date shall constitute a breach of this Agreement and shall give rise to any of the remedies provided for by this Agreement. Notwithstanding the foregoing, no interest shall be due and no breach of this Agreement occur until ten (10) days after City or its contracted Administrator has provided Operator with written notice that said fees are due and unpaid.

VII. INDEMNIFICATION

7.1 Hold Harmless: It is an express condition of this Agreement that Operator shall protect, defend, indemnify, and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator, from and against any and all liabilities, charges, demands, suits, claims, losses, fines, expenses or judgments arising by reason of the injury or death of any person, or loss or damage to any property, from any cause and of any nature whatsoever arising out of, or incidental to this Agreement or activities or operations on the Site. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Further, Operator agrees to indemnify and hold harmless City, Administrator, and the elected officials, directors, officers, agents, representatives, and employees of City and Administrator from any fines, fees, penalties, damages, claims, expenses, or causes of action of any nature whatsoever resulting arising out of any act, omission or incident of Operator or their officers, representatives, agents, employees, contractors, subcontractors, licensees or invitees including but not limited to, such fines, duties, liquidated damages or penalties as might be assessed by the Bureau of Customs and Border Protection. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

Operator shall post and maintain for the duration of this Agreement a Customs Bond, at Operator's sole expense, in such amount as shall be determined by the Bureau of Customs and Border Protection.

VIII. INSURANCE

8.1 Operator agrees to obtain and continuously maintain in effect during the term of this Agreement and any extension thereof, insurance against such risks as are customarily insured against by businesses of like size and type, paying as the same come due all premiums with respect thereto, with a uniform standard extended coverage endorsement limited only as may be provided in the standard form of extended coverage at the time in use in the State of Alabama. All such policies shall be obtained and maintained in generally recognized, responsible insurance companies qualified under the laws of the State of Alabama to assume the risks undertaken. Operator shall obtain and continuously maintain in effect during the term of this Agreement comprehensive public liability insurance with respect to its use and occupation of the Site with limits sufficient to reasonably cover all activities of Operator, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence as to bodily injury, including death, and damage to property, with an aggregate limit of Three Million (\$3,000,000.00) Dollars, such limits can be a combination of primary and excess coverage. All such policies required herein shall name as addition insureds, to the full extent of the coverage, City, its elected officials, directors, officers, agents, and employees. Operator shall provide a certificate of insurance to City, and Operator shall endeavor to give City thirty (30) days advance, written notification of any cancellation or modification of the policy.

IX. TERMINATION

9.1 Default: In the event of Operator's breach of any of the provisions of this Agreement, City shall give to Operator written notice of default. In the event said default is not remedied within thirty (30) days from the date of notice of default, City shall have the right to terminate this Agreement. City reserves the right to assert whatever remedies are available, in equity or at law, to collect any sums due hereunder, to enforce any provisions of this Agreement, to collect damages for breach of contract, or to effect or obtain any other available remedy.

An assignment for the benefit of creditors, the appointment of a receiver, any proceedings in bankruptcy, whether voluntary or involuntary, or any act of Operators insolvency shall be deemed to be a breach of this Agreement.

9.2 Attorneys' Fees: Operator agrees to pay reasonable attorneys' fees and all reasonable costs of legal proceedings if it becomes necessary to employ an attorney or legal process to collect

any amounts due hereunder or to enforce any provisions of this Agreement upon default by Operator.

9.3 Withdrawal of Grant: If the Foreign-Trade Zone grant to City should be revoked or canceled, this Agreement shall terminate upon notification by City, and Operator shall have no claim against City by reason of such revocation or termination, and Operator shall have no further interest in the subject matter of this Agreement, except to remit to City's contracted Administrator such sums as may be due pursuant to this Agreement before the date of such revocation or cancellation. The City agrees to immediately notify the Operator of the revocation or cancellation and to cooperate in the Operator's efforts to obtain transfer of sponsorship to another eligible foreign trade zone grantee.

X. NOT JOINT VENTURER

10.1 City, its contracted Administrator, and Operator are not, and shall never be considered as, joint venturers, partners, or agents of each other, and none shall have the power to bind or obligate the other except as set forth in this Agreement.

XI. NONDISCRIMINATION

11.1 Nondiscrimination: Operator, for itself, its successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree to use its best efforts to comply with all applicable Federal, State, and Municipal anti-discrimination laws and regulations.

XII. MISCELLANEOUS

12.1 Waiver: No failure of any party hereto to exercise any right or power given it hereunder, or to insist upon strict compliance by any other party hereto of any obligations hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand exact compliance with the terms hereof.

12.2 Integration: This Agreement contains the entire agreement of the parties, and no representation, inducement, promise, or agreement, oral or otherwise, not embodied herein shall be of any force or effect, and cannot be altered or amended except in writing and signed by all parties hereto. The terms of this Agreement take precedence over any conflicting provisions contained in the Zone Schedule issued by City.

12.3 Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns. Provided, however, that this paragraph is in no way to be construed as granting to Operator the right to assign this Agreement or any interest herein without the express prior written approval of City.

12.4 Nonassignability: Operator shall not assign this Agreement or any interest hereunder to any other party without the prior written approval of City except for any transfer to a related party (including subsidiaries, affiliates or Parent company) of which the Operator shall notify the City.

12.5 Construction: This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, except where federal law has preempted such application. If any provision of this Agreement, is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect the validity of any other provision of this Agreement which shall continue in full force and effect.

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

12.7 Notices: All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to the City's contracted Administrator by first class mail at the following address:

Mobile Foreign-Trade Zone Corporation
2062 Old Shell Road
Mobile, Alabama 36607

Copy to: City Clerk, City of Mobile, Alabama
PO Box 1827
Mobile, AL. 36633-1827

All notices required or permitted by this Agreement, unless otherwise provided, shall be mailed to Operator by first class mail at the following address:

GS Operating, LLC
5980 I-10 Industrial Park

Theodore, AL 36582
Attn: Steve Hoekstra

Copy to:

GS Operating, LLC,
PO Box 2174
Cranberry Township, PA 16066
Attn: Lisa Kroto

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

GS OPERATING, LLC
d/b/a Frontier Technologies
a Delaware corporation

By: _____
William S. Stimpson
Mayor

By: _____
Print Name: _____
Its: _____

Attest:

Lisa Carroll-Lambert
City Clerk

Exhibit “A”

Mobile Foreign-Trade Zone Schedule of Fees for Manufacturing/Production Operators

ANNUAL OPERATOR FEES

The fee for each year shall be determined by the level of Zone-related activity for the previous year. The fee for the first year of operations shall be \$15,000.00. Annual fees shall commence upon the date of approval for activation by U.S. Customs and Border Protection.

Annual Value of Merchandise	Annual Fee
Less than \$50,000	\$0
\$50,000 to \$1,999,999	\$5,000.00
\$2 million to \$4,999,999	\$10,000.00
\$5 million to \$9,999,999	\$15,000.00
\$10 million to \$25 million	\$20,000.00
Over \$25 million	\$25,000.00

0144327.0730093 4853-5559-4788v2

Theodore, AL 36582
Attn: Steve Hoekstra

Copy to:


GS Operating, LLC,
PO Box 2174
Cranberry Township, PA 16066
Attn: Lisa Kroto

IN WITNESS WHEREOF, the parties hereto set their hands on the date first written above.

CITY OF MOBILE

GS OPERATING, LLC
d/b/a Frontier Technologies
a Delaware corporation

By: _____
William S. Stimpson
Mayor

By: 
Print Name: Raymond Herzog
Its: CEO

Attest:

Lisa Carroll-Lambert
City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approved issuance of Purchase order to Imagetrend Inc for annual subscription renewals for patient information exchange software for MFRD.

General fund.

Amount of Contract:

\$23,690.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220613 Imagetrend Agenda Package POs	Cover Memo	6/13/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/16/2022 - 3:53 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>10578</u>	2022	(1510) FIRE ADMINISTRATION	ANNUAL SUBSCRIPTION RENEWALS FOR PATIENT INFORMATION EXCHANGE SOFTWARE FOR MFRD (GSA CONTRACT)	\$23,690.00	<u>(295732)</u> <u>IMAGETREND,</u> <u>INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010578-00 FY 2022 PO 22010198 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 1
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Vendor IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	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
06/02/22	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	ANNUAL FEES ON INVOICE 134327 AS PER GSA-GS-35F 365DA RENEWAL: HEALTH INFORMATION HUB VOLUME TIER ANNUAL FEES ON INVOICE 135659 Vendor Item	1.00 EACH	13390.00000	13390.00
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1	6120.70.15.0000.0000.1510.0000.0000.42200.			13390.00
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Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

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

002	RENEWAL: ELITE HIH BI-DIRECTIONAL OPTION ANNUAL FEES ON INVOICE 135659 Vendor Item	1.00 EACH	10300.00000	10300.00
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1	6120.70.15.0000.0000.1510.0000.0000.42200.			10300.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010578-00 FY 2022 PO 22010198 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fo1a Status: Converted	Page 2
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Vendor IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	295732				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 23690.00

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

Account 6120.70.15.0000.0000.1510.0000.0000.42200.	Amount Remaining Budget 23690.00
EMERGENCY MEDICAL SVCS EXP	PROFESSIONAL & TECHNICAL

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

Activity	Date	Clerk	Comment
Approved	06/11/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	06/11/22	DONALD ROSE	Approved by: 9105fo1a
Approved	06/11/22	SANDRA LEWIS	Auto approved by: 910516727
Approved	06/11/22	JOHN PAINE	Auto approved by: 910516727
Approved	06/11/22	DONNA MICHELE STANLEY	Auto approved by: 910516727
Approved	06/11/22	JAMES NEESE JR	Auto approved by: 910516727
Approved	06/11/22	JOHN PAINE	Auto approved by: 910516727

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010578-00 FY 2022 PO 22010198 Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Converted	Page 3
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Vendor IMAGETREND, INC. 20855 KENSINGTON BLVD LAKEVILLE, MN 55044 Tel#9524691589 Fax 9529855671	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/02/22	295732				FIRE ADMINISTRATION

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



IMAGETREND®

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsadvantage.gov>

**MULTIPLE AWARD SCHEDULE
LARGE CATEGORY F – INFORMATION TECHNOLOGY**

**CONTRACT NUMBER:
GS-35F-365DA**

**PERIOD COVERED BY CONTRACT:
June 16, 2021 through June 15, 2026**

ImageTrend, Inc.
20855 Kensington Blvd.
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
<http://www.imagetrend.com/>

Contract Administrator
Sherri Leflay
Email: contracts@imagetrend.com

Price List Current through Modification #**PA-0017**, effective **June 5, 2020**

Business Size: **Small**

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

CUSTOMER INFORMATION IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)**

<u>SIN 511210:</u>	Software Licenses
<u>SIN 54151:</u>	Software Maintenance Services
<u>SIN 611420:</u>	Information Technology Training
<u>SIN 54151ECOM:</u>	Electronic Commerce and Subscription Services
<u>SIN OLM:</u>	Order Level Materials

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** Please see the .
pricelist below.

1c. **HOURLY RATE (Services Only):** Please see the labor category descriptions below for .
details.

2. **MAXIMUM ORDER*:**

SIN 511210	\$500,000
SIN 54141:	\$500,000
SIN 611420:	\$250,000
SIN 54151ECOM:	\$500,000
SIN OLM:	\$250,000

*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MINIMUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. **POINT(S) OF PRODUCTION:**

20855 Kensington Blvd
Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached Pricelist.

7. **QUANTITY DISCOUNT(S):**

1% for orders equal to or exceeding \$150,000;
2% for orders equal to or exceeding \$250,000

8. **PROMPT PAYMENT TERMS:** 0% Net 30 Days

Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. **FOREIGN ITEMS:** None

10a. **TIME OF DELIVERY:** To be negotiated at the task order level

- 10b. **EXPEDITED DELIVERY:** To be negotiated at the task order level
- 10c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 10d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
11. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico
- 12a. **ORDERING ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
- 12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
13. **PAYMENT ADDRESS:**
- ImageTrend, Inc.
20855 Kensington Blvd
Lakeville, MN 55044
Phone: 952-469-1589
Fax: 952-985-5671
14. **WARRANTY PROVISION:** N/A
15. **EXPORT PACKING CHARGES:** N/A
16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
- 18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 22b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.imagetrend.com/>
23. **DUNS NUMBER:** 078407906
24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

ImageTrend, Inc.
Pricelist Upon Award
GS-35F-365DA

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
Term Software License									
511210	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	\$85,239.29	Standard commercial Warranty
511210	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Rescue Annual Support									
54151	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	\$13,638.29	Standard commercial Warranty
ImageTrend Elite EMS Annual Support									
54151	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	\$19,151.64	Standard commercial Warranty
ImageTrend Elite EMS Implementation									
54151	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	\$19,949.62	Standard commercial Warranty
ImageTrend Elite Field Annual Support									
54151	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	\$9,092.19	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
ImageTrend Elite Annual Hosting									
54151ECOM	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	\$19,889.17	Standard commercial Warranty
ImageTrend Elite EMS Software as a Service									
54151ECOM	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	\$1,894.21	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	\$2,841.31	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	\$3,788.41	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	\$4,735.52	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	\$4,735.52	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	\$4,735.52	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service									
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	\$2.13	Standard commercial Warranty

54151ECOM	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	\$2.13	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	\$2.13	Standard commercial Warranty
ImageTrend Elite Rescue Software as a Service Implementation									
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	\$2,367.76	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	\$3,314.86	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	\$4,261.96	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	\$6,629.72	Standard commercial Warranty
54151ECOM	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	\$6,629.72	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (including IFF)
611420	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	\$947.10



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Kronos Incorporated for annual renewal of timekeeping and staff scheduling software licenses for MFRD.

General fund.

Amount of Contract:

\$19,099.89

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220616 Kronos Agenda Package POs	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/16/2022 - 3:53 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>10889</u>	2022	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF MFRD TIMEKEEPING AND STAFF SCHEDULING SOFTWARE LICENSES (OMNIA/US COMMUNITIES COOPERATIVE PURCHASING AGREEMENT)	\$19,099.89	<u>(294306)</u> <u>KRONOS</u> <u>INCORPORATED</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 1
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

PER INVOICE #11904127 FOR CONTRACT #1201243 R22-FEB-22.

PLATINUM SUPPORT SERVICE LEVEL

START: 6/23/22
END: 6/22/23

001	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF ENTERPRISE V7.1+ INVOICE 11904127	1.00 EACH	3341.58000	3341.58
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Additional Description Notes

WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+, WORKFORCE TELESTAFF SMS MANAGER V7.1+, WORKFORCE TELESTAFF CONTACT MANAGER V7.1+, WORKFORCE TELESTAFF ENTERPRISE V7.1+, WORKFORCE TELESTAFF GATEWAY MANAGER V7.1+, WORKFORCE TELESTAFF GLOBAL ACCESS V7.1+ AND WORKFORCE TELESTAFF SMS MANAGER V7.1+.

Vendor Item

1	1000.30.15.1510.1510.1510.0000.0000.42200.	3341.58
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 2
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				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			
002	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF CONTACT MANAGER V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58000	3341.58
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.58

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				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			
003	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 1 LICENSE: PLATINUM UKG TELESTAFF GATEWAY MANAGER V7. 1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				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			
004	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF GLOBAL ACCESS V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 5
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				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			
005	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: PLATINUM UKG TELESTAFF SMS MANAGER V7.1+ INVOICE 11904127 Vendor Item	1.00 EACH	3341.58600	3341.59
1	1000.30.15.1510.1510.1510.0000.0000.42200.			3341.59

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved	Page 6
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	SOFTWARE: Cloud Hosting Workforce TeleStaff Enterprise Base Software Support Services: 1 YR Period: 23-JUN-2022 THRU 22-JUN-2023 575 LICENSES: EDUCATIONAL SERVICES SUBSCRIPTION; KNOWLEDGE PASS INVOICE 11904127 Vendor Item	1.00 EACH	2391.96000	2391.96
1	1000.30.15.1510.1510.1510.0000.0000.42200.			2391.96

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00009916-00 FY 2022 Acct No: 1000.30.15.1510.1510.1510.0000.0000.42200. Review: Buyer: 9105fo1a Status: Approved	Page 7
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Vendor KRONOS INCORPORATED 297 BILLERICA RD CHELMSFORD, MA 01824 Tel#864-967-9960 Fax 866-935-1163	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/03/22	294306				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 19099.89

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

Account	Amount	Remaining Budget
1000.30.15.1510.1510.1510.0000.0000.42200.	19099.89	2120747.82
FIRE ADMINISTRATION EXP	PROFESSIONAL & TECHNICAL	

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

Activity	Date	Clerk	Comment
Rejected	06/02/22	ANNE FOLEY	YOUR LINES ON THE REQ NEED BE
Unknown	06/15/22	SANDRA LEWIS	
Unknown	06/15/22	ANNE FOLEY	
Approved	06/15/22	DONNA MICHELE STANLEY	Auto approved by: 9105fo1a
Approved	06/15/22	DONALD ROSE	Auto approved by: 9105fo1a
Approved	06/15/22	SANDRA LEWIS	Auto approved by: 9105fo1a
Approved	06/15/22	JOHN PAINE	Auto approved by: 9105fo1a

=====	=====
Bill To	Requisition 00009916-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1510.1510.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 8
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Vendor
KRONOS INCORPORATED
297 BILLERICA RD

CHELMSFORD, MA 01824

Tel#864-967-9960
Fax 866-935-1163

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
richardsonv@cityofmobile.org

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/03/22	294306				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/15/22 ANNE FOLEY			

Authorized By: _____ Date: _____
Signature



WORKFORCE MANAGEMENT SYSTEMS AND RELATED PRODUCTS, SERVICES AND SOLUTIONS
Executive Summary

Lead Agency: Cobb County, GA

Solicitation: RFP 18-6390

RFP Issued: August 31, 2018

Pre-Proposal Date: September 11, 2018

Response Due Date: September 27, 2018

Proposals Received: #8

Awarded to: Kronos Incorporated #18220 and Kronos SaasShr, Inc. #18221

This competitive solicitation by Cobb County, GA for Workforce Management Systems and Related Products, Services and Solutions on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance is to establish a Master Agreement.

The solicitation included purchasing language in Section One: Overview and Instructions to Bidders of RFP 18-6390.

Cobb County Purchasing Department issued RFP 18-6390 on August 31, 2018.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- The Advocate – New Orleans, LA
- Seattle Daily Journal of Commerce, WA
- Honolulu Star-Advertiser, HI
- Business Tribune, OR

On September 24, 2018 proposals were received from the following offerors:

- ADP, LLC
- Blue City Studios, Inc.
- IntelliTime Systems Corporation
- Kronos Incorporated
- Novatime Technology, Inc.
- SumTotal Systems, LLC
- The Arcanum Group, Inc.
- Workforce Software

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to award to Kronos Incorporated and KronosSaasShr, Inc. for workforce management systems and related products, services and solutions.

Contract includes:

A contracting vehicle for workforce management that fits the needs of a wide variety of organizations. Solutions include the need for time and attendance, scheduling, staffing and reporting with suites and solutions in:

- Workforce Dimensions
- Workforce Ready Product Suite
- Payroll Services
- Workforce Central Product Suite
- Workforce TeleStaff
- Kronos In Touch

Term:

Initial three-year agreement from March 18, 2019 through March 17, 2022 with the option to renew for three (3) additional one-year periods through March 17, 2025.

Pricing/Discount:

The Cobb County, GA award includes the complete line of workforce suites and solutions. All units may be designed for each participating agency's specific requirements. Due to the vast array of the offering your local Kronos Account Manager will work with you to identify the best solution for your needs.

OMNIA Partners, Public Sector Landing Pages: <https://www.omniapartners.com/publicsector/contracts/supplier-contracts/kronos>

CONTRACT AMENDMENT #4
Sealed Bid # 18-6390
Contract #18221

Date of Amendment: March 9, 2022

Owner: Cobb County Board of Commissioners. Cobb County, Georgia
Contractor: Kronos Incorporated
Project: Bid # 18-6390, Workforce Management Systems and Related Products, Services and Solutions

Current Contract Term: March 18, 2019 to March 17, 2023

This action amends the current contract dated March 18, 2019, for Sealed Bid # 18-6390. It is valid when signed by both the Owner and Contractor. The signature of the Contractor indicates his/her agreement herewith, including any adjustments in the contract pricing, contract term, or contract scope.

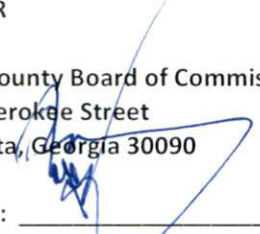
Additional Terms and Conditions as per Section D

This amendment serves as confirmation that Cobb County Government has approved the modification of terms and conditions per the attached. This amendment will cover the period March 9th, 2022 through March 17, 2023.

ACCEPTED - The above listed terms and conditions of this Amendment are satisfactory and are hereby accepted.


OWNER

Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Signed: 
Title: Purchasing Director
Date: 3/11/2022

CONTRACTOR

Kronos SaaS
3040 Route 22 West, Suite 200
Branchburg, NJ 08876

Signed: 
Title: Order Processing Analyst
Date: 3/11/2022 | 11:12 AM EST

Section D

UKG Ready Benefits Terms and Conditions

This Section D “UKG Ready Benefits terms and conditions”, is made part of the Kronos Workforce Ready Software-as-a-Service Terms outlined in Section A and B (the “WFR Terms”) and governs the provision of the UKG Ready Benefits Services (“Ready Benefits”) by Kronos to Customer.

Except as provided in this Addendum, all terms and conditions in the Agreement related to the Applications apply to Ready Benefits. In the event of a conflict between the terms and conditions of this Addendum and the terms and conditions of the Agreement, the terms and conditions of this Section D shall prevail. Capitalized terms not defined within this Section D are defined in the WFR Terms.

1. WORKFORCE READY PLATFORM.

In rendering Ready Benefits services, Kronos will use the Workforce Ready software-as-a-service platform (“WFR Platform”). Customer acknowledges and agrees that the Ready Benefits may only be used in conjunction with the WFR Platform, and hereby authorizes and directs Kronos to interface the WFR Platform with such product for the purpose of providing the Ready Benefits. Furthermore, Customer hereby grants Kronos consent to administrative access rights to the WFR Platform for the purpose of fulfilling Kronos’ obligations under this Section D.

2. CONNECTIVITY AND ACCESS; SERVICES AND APPLICATION NOTICES

Customer may access Ready Benefits through the one or more of the following: Carrier Connectivity, Financial Connectivity and/or COBRA Link as further described herein and in the applicable Order. Customer agrees to receive electronic communications relating to Customer’s use of the Services and Applications. Kronos may communicate with Customer by email or by posting notices within the Applications. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices intended for receipt by Customer will be deemed delivered and effective when sent to the email address that Customer provides within the Applications. By creating an account, submitting information or otherwise providing Kronos with Customer’s email address, postal address or phone number, Customer is agreeing that Kronos or the Kronos’s agents may contact Customer at that address or number.

3. DISCLAIMERS

KRONOS IS A TECHNOLOGY PLATFORM PROVIDER AND MAKES NO REPRESENTATIONS AND/OR WARRANTIES WITH RESPECT TO, AND HAS NO RESPONSIBILITY OR LIABILITY IN CONNECTION WITH, THE OPERATION, PERFORMANCE OR SUITABILITY OF, ANY THIRD-PARTY BENEFIT OR INSURANCE PRODUCT OR SERVICE AVAILABLE FOR ENROLLMENT, REGISTRATION, USE OR CONNECTION THROUGH THE SERVICE. KRONOS IS NOT RESPONSIBLE FOR ACCURACY OF THE DATA COMMUNICATED TO ANY THIRD-PARTY PROVIDERS. CUSTOMER FURTHER RECOGNIZES THAT IN THE DELIVERY OF THE SERVICE, KRONOS MAY WORK WITH THIRD PARTY PROVIDERS AND KRONOS CANNOT BE AND IS NOT LIABLE FOR ISSUES, ACTIONS AND/OR OMISSIONS ON THEIR PART THAT ARE OUTSIDE OF KRONOS’S REASONABLE OVERSIGHT OR CONTROL.

4. DATA SECURITY AND PRIVACY; HIPAA

In the event that Kronos will create, receive, maintain or transmit protected health information (“PHI” as defined under HIPAA (defined below)) on behalf of Customer in providing the Services, Customer agrees to disclose the fact that Customer is a covered entity or business associate (under the Health Insurance Portability & Accountability Act of 1996, P.L. 104-191, as amended from time to time (“HIPAA”), to Kronos

prior to entering into this Agreement and the Parties agree to enter into a HIPAA business associate agreement prior to Customer transmitting and/or Kronos accessing any PHI. If applicable, the HIPAA business associate agreement attached as Exhibit D-1 is hereby incorporated by reference into this Agreement.

5. NATIONAL AUTOMATED CLEARING HOUSE (NACHA) AGREEMENT

Customer agrees not to provide Kronos with any payroll information or entries which violate the laws or regulations of the United States or of any state or jurisdiction in which Customer does business. Customer agrees to be in compliance with all National Automated Clearing House Association ("Nacha") Operating Rules and Guidelines and to notify Kronos in advance if any transactions would be considered International ACH Transactions ("IATs"). Kronos's policy is not to process IATs. Customer shall be responsible and liable for all damages and costs to Kronos and its affiliates and hold Kronos harmless from and against any loss experienced by Kronos due to Customer's noncompliance with Nacha Operating Rules and Guidelines. Kronos and its originating financial institution maintain the right to audit compliance with this Agreement and to terminate this Agreement for noncompliance with the Nacha Operating Rules and Guidelines.

6. GENERAL

6.1 All notices given under the Agreement, except electronic notices from Kronos to Customer relating to the Services and Applications as set forth in Section 2 of this Section D, shall be provided in accordance with Section A, "General Terms and Conditions," 7(d).

6.2 These terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Kronos is acting as an independent contractor of Customer under this Section D.

6.3 Customer acknowledges that in providing Ready Benefits, Kronos may use any agent, subcontractor or third party and may delegate its duties to such agent or third party to perform such tasks and functions as Kronos chooses, including without limitation, third party software to perform Ready Benefits and to store Customer Data, data security, and other services provided by third parties. Upon written request by the Customer, Kronos will notify Customer, in writing, if applicable, the third party specifically and exclusively engaged for the provision of relevant services to the Customer pursuant to the Agreement.

6.4 Customer acknowledges that Kronos is not rendering legal, tax, or accounting advice in connection with the Ready Benefits, nor is Kronos a fiduciary of Customer.

6.5 No third-party beneficiaries exist under this Section D.

6.6 Customer acknowledges and agrees that any regulated financial services, including regulated aspects of any applicable payment services provided hereunder will be performed by Kronos SaaS, Inc. Customer further acknowledges and agrees that any regulated third party administrator services provided hereunder will be performed by EverythingBenefits, Inc. Neither Kronos SaaS, Inc. nor UKG are considered Plan Administrators under the Employee Retirement Income Security Act of 1996 ("ERISA"). Both Kronos SaaS, Inc. and EverythingBenefits, Inc., are subsidiary companies of UKG, Inc.

Exhibit D-1

UKG Ready Benefits Business Associate Agreement

This Exhibit D-1 applies solely to the UKG Ready Benefits services ordered and provided under Section D “UKG Ready Benefits Terms and Conditions” and only to the extent required by Article 4, “Data Security and Privacy; HIPAA” therein.

RECITALS

WHEREAS, Customer (“**Covered Entity**”) has entered into an agreement with Kronos (“**Business Associate**”) governing the provision of Kronos’ UKG Ready Benefits offering to be used by Customer in Kronos’ Workforce Ready platform and in accordance with the underlying agreement (the “**Underlying Agreement**”);

WHEREAS, Business Associate may provide software for business process automation and connectivity services for or on behalf of Covered Entity, and in performing said services, Business Associate may receive, maintain, or transmit Protected Health Information (“**PHI**”);

WHEREAS, Covered Entity is a “**Covered Entity**” as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-91), as amended, (“**HIPAA**”), and the regulations promulgated thereunder by the Secretary of the U.S. Department of Health and Human Services (“**Secretary**”), including, without limitation, the regulations codified at 45 C.F.R. Parts 160 and 164 (“**HIPAA Regulations**”);

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or received by Business Associate, when providing Services in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (Public Law 111-005) (“the **HITECH Act**”) and its implementing regulations and guidance issued by the Secretary, and other applicable state and federal laws, all as amended from time to time; and

WHEREAS, as a Covered Entity, Covered Entity is required under HIPAA to enter into a Business Associate Agreement (“**BAA**”) with Business Associate that meets certain requirements with respect to the Use and Disclosure of PHI, which are met by this BAA.

AGREEMENT

NOW WHEREFORE, in consideration of the Recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meaning set forth below. Capitalized terms used in this BAA and not otherwise defined shall have the meanings ascribed to them in HIPAA, the HIPAA Regulations, or the HITECH Act, as applicable.

1.1. “**Breach**” shall have the meaning given under 42 U.S.C. § 17921(1) and 45 C.F.R. § 164.402.

1.2. “**Designated Record Set**” shall have the meaning given such term under 45 C.F.R. § 164.501.

1.3. “**Disclose**” and “**Disclosure**” mean, with respect to PHI, the release, transfer, provision of access to, or divulging in any other manner of PHI outside of Business Associate or to other than members of its Workforce, as set forth in 45 C.F.R. § 160.103.

1.4. **“Electronic PHI”** or **“e-PHI”** means PHI that is transmitted or maintained in electronic media, as set forth in 45 C.F.R. § 160.103.

1.5. **“Protected Health Information”** and **“PHI”** mean any information, whether oral or recorded in any form or medium, that: (a) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (b) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (c) shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. § 160.103. Protected Health Information includes e-PHI.

1.6. **“Security Incident”** means a confirmed successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system which affects Covered Entity’s PHI or e-PHI in possession and/or control of Business Associate. Security Incident shall exclude (i) “pings” on an information system firewall; (ii) port scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) “malware” (e.g., a worm or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of PHI.

1.7. **“Services”** shall mean the services provided to Covered Entity by Business Associate pursuant to the Underlying Agreement.

1.8. **“Unsecured PHI”** shall have the meaning given to such term under 42 U.S.C. § 17932(h), 45 C.F.R. § 164.402, and guidance issued pursuant to the HITECH Act including, but not limited to the guidance issued on April 17, 2009 and published in 74 Federal Register 19006 (April 27, 2009) by the Secretary.

1.9. **“Use”** or **“Uses”** mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such PHI within Business Associate’s internal operations, as set forth in 45 C.F.R. § 160.103.

1.10. **“Workforce”** shall have the meaning given to such term under 45 C.F.R. § 160.103.

2. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate shall not Use or Disclose PHI other than as permitted or required by any Underlying Agreement, this BAA, or as Required by Law. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of Subpart E of 45 C.F.R. Part 164 if so Used or Disclosed by Covered Entity. However, Business Associate may Use or Disclose PHI (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate, provided that with respect to any such Disclosure either: (a) the Disclosure is Required by Law; or (b) Business Associate obtains a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and shall not Use and further Disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (iii) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate carries out one or more of Covered Entity’s obligations under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.2 Prohibited Marketing and Sale of PHI. Notwithstanding any other provision in this BAA, Business Associate shall comply with the following requirements: (i) Business Associate shall not Use or Disclose

PHI for fundraising or marketing purposes, except to the extent expressly authorized or permitted by any Underlying Agreement and consistent with the requirements of 42 U.S.C. § 17936, 45 C.F.R. §§ 164.514(f), and 164.508(a)(3)(ii), and (ii) Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except with the prior written consent of Covered Entity and as permitted by the HITECH Act, 42 U.S.C. § 17935(d)(2), and 45 C.F.R. § 164.502(a)(5)(ii); however this prohibition shall not affect payment by Covered Entity to Business Associate for the provision of Services pursuant to any Underlying Agreement.

2.3 Adequate Safeguards of PHI. Business Associate shall implement and maintain reasonably appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. Business Associate shall reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it receives, maintains or transmits on behalf of Covered Entity in compliance with Subpart C of 45 C.F.R. Part 164 to prevent Use or Disclosure of PHI other than as provided for by this BAA.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.

2.5 Reporting Non-Permitted Use or Disclosure.

2.5.1 Reporting Security Incidents and Non-Permitted Use or Disclosure. Business Associate shall report to Covered Entity in writing each confirmed Security Incident or Use or Disclosure that is made by Business Associate, members of its Workforce, or Subcontractors that is not specifically permitted by this BAA no later than ten (10) business days after confirming such Security Incident or non-permitted Use or Disclosure, in accordance with the notice provisions set forth herein. Business Associate shall investigate each Security Incident or non-permitted Use or Disclosure of Covered Entity's PHI that it discovers to determine whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI. Business Associate shall document and retain records of its investigation of any Breach, including its reports to Covered Entity under this Section 2.5.1. Upon written request by Covered Entity, Business Associate shall furnish to Covered Entity the documentation of its investigation and an assessment of whether such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach. If such Security Incident or non-permitted Use or Disclosure constitutes a reportable Breach of Unsecured PHI, then Business Associate shall comply with the additional requirements of Section 2.5.2 below.

2.5.2 Breach of Unsecured PHI. If Business Associate determines that a reportable Breach of Unsecured PHI has occurred, Business Associate shall provide a written report to Covered Entity without unreasonable delay but no later than thirty (30) calendar days after discovery of the Breach. To the extent that information is available to Business Associate, Business Associate's written report to Covered Entity shall be in accordance with 45 C.F.R. §164.410(c). Business Associate shall reasonably cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach. Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the Secretary and, if applicable, the media, as required by the HITECH Act.

2.6 Availability of Internal Practices, Books, and Records to Government. Business Associate agrees to make its internal policies, books and records relating to the Use and Disclosure of PHI received from, or received by the Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act. Except to the extent prohibited by law, Business Associate shall notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary.

2.7 Access to and Amendment of Protected Health Information. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity and within fifteen (15) business days of a written request by Covered Entity, Business Associate shall (a) make the PHI it maintains (or which is maintained by its Subcontractors) in Designated Record Sets available to Covered Entity for inspection and copying to fulfill its obligations under 45 C.F.R. § 164.524, or (b) permit Covered Entity to amend the PHI Business Associate maintains (or which is maintained by Business Associate's Subcontractors) in Designated Record Sets to enable the Covered Entity to fulfill its obligations under 45 C.F.R. § 164.526. In the event that an individual makes a direct request to Business Associate to amend any PHI of such individual maintained in a Designated Record Set on behalf of Covered Entity, Business Associate shall promptly forward such individual's request to Covered Entity for review. Business Associate shall not Disclose PHI to a health plan for payment or Health Care Operations purposes except as otherwise directed by Covered Entity or required by law. If Business Associate maintains PHI in a Designated Record Set electronically, Business Associate shall provide such information in the electronic form and format requested by the Covered Entity if it is readily reproducible in such form and format, and, if not, in such other form and format as commercially reasonable and available to enable Covered Entity to fulfill its obligations under 42 U.S.C. § 17935(e) and 45 C.F.R. § 164.524(c)(2). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request for access to PHI.

2.8 Accounting. To the extent that Business Associate maintains a Designated Record Set on behalf of Covered Entity, within thirty (30) days of receipt of a request from Covered Entity or an individual for an accounting of disclosures of PHI, Business Associate and its Subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under 45 C.F.R. § 164.528 and its obligations under 42 U.S.C. § 17935(c). Business Associate shall notify Covered Entity within fifteen (15) business days of receipt of a request by an individual or other requesting party for an accounting of disclosures of PHI.

2.9 Use of Subcontractors. Business Associate shall require each of its Subcontractors, if any, that maintains, receives, or transmits PHI on behalf of Business Associate, to execute a Business Associate Agreement that imposes on such Subcontractors the same, or substantially similar, restrictions, conditions, and requirements that apply to Business Associate under this BAA with respect to PHI.

2.10 Minimum Necessary. Business Associate (and its Subcontractors) shall, to the extent practicable, limits its request, Use, or Disclosure of PHI to the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure, in accordance with 42 U.S.C. § 17935(b) and 45 C.F.R. § 164.502(b)(1) or any other guidance issued thereunder.

3. COVERED ENTITIES RESPONSIBILITIES

With respect to the use and disclosure of the PHI by Business Associate, Covered Entity agrees to: (a) inform Business Associate of any change in or revocation of any authorization provided to Covered Entity by Individuals pursuant to applicable law, including, but not limited to, the HIPAA Statute and which is applicable to Business Associate; and (b) to timely notify Business Associate, in writing, of any arrangement permitted or required of Covered Entity under applicable law, including, but not limited to, the HIPAA Statute, that may impact in any manner the use, disclosure, or access to PHI by Business Associate under the Agreement, including, but not limited to, any agreement by Covered Entity to restrict use or disclosure of any PHI as permitted by the HIPAA Statute.

4. TERM AND TERMINATION

4.1 Term. Subject to the provisions of Section 4.2 herein, the term of this BAA shall be the term of the Underlying Agreement.

4.2 **Termination for Cause.** In addition to and notwithstanding the termination provisions set forth in any Underlying Agreement, upon Covered Entity's knowledge of a material breach or violation of this BAA by Business Associate, Covered Entity shall either:

- a. Notify Business Associate of the breach in writing, and provide an opportunity for Business Associate to cure the breach or end the violation within fifteen (15) business days of such notification; provided that if Business Associate fails to cure the breach or end the violation within such time period, Covered Entity may immediately terminate this BAA and any Underlying Agreement upon written notice to Business Associate; or
- b. Upon written notice to Business Associate, immediately terminate this BAA and any Underlying Agreement if Covered Entity determines that such breach cannot be cured

4.3 **Disposition of Protected Health Information Upon Termination or Expiration.**

4.3.1 Upon termination or expiration of this BAA, Business Associate shall either return or destroy all PHI received from, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form and retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, PHI shall be returned in a format utilized at the time of termination and timeframe, at no additional charge to Covered Entity.

4.3.2 If return or destruction is not feasible, Business Associate shall (a) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (b) return to Covered Entity the remaining PHI that the Business Associate still maintains in any form; (c) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains the PHI; (d) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions set out in Section 2.1 and 2.2 above, which applied prior to termination; and (e) return to Covered Entity the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5. **MISCELLANEOUS**

5.1 **Amendment to Comply with Law.** The parties agree to enter into an amendment to this BAA to incorporate any mandatory obligations of Covered Entity or Business Associate under the HITECH Act and its implementing HIPAA Regulations, as applicable, and as mutually agreed between the parties. Additionally, the Parties agree to take such action as is reasonably necessary to amend this BAA from time to time for Covered Entity to implement its obligations pursuant to HIPAA, the HIPAA Regulations, or the HITECH Act, and to the extent mutually acceptable to the parties.

5.2 **Relationship to Underlying Agreement Provisions.** Except as otherwise specifically stated in this BAA, in the event that a provision of this BAA is contrary to a provision of an Underlying Agreement, the provision of this BAA shall control. Otherwise, this BAA shall be construed under, and in accordance with, the terms of such Underlying Agreement, and shall be considered an amendment of and supplement to such Underlying Agreement, subject to Section 5.3 below.

5.3 **Entire Agreement.** This BAA supplements and is entered into subject to the Underlying Agreement, and constitutes the entire agreement between the Parties for the services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the Parties relating to the subject matter of this BAA. Any provisions in the Underlying Agreement regarding limitations or exclusion of liability or indemnification will apply to any of the rights and obligations of the parties under this BAA or breach thereof. This BAA supersedes and replaces any

existing Business Associate Agreement in effect between Business Associate and Covered Entity. Any PHI received from Covered Entity prior to, on, or after the date of this Agreement is subject to the terms and conditions of this Agreement.

5.4 Notices. Any notices required or permitted to be given hereunder by either Party to the other shall be given in writing: (1) by personal delivery; (2) by electronic mail or facsimile with confirmation sent by United States first class registered or certified mail, postage prepaid, return receipt requested; (3) by bonded courier or by a nationally recognized overnight delivery service; or (4) by United States first class registered or certified mail, postage prepaid, return receipt, in each case, addressed to a Party on the signature page(s) to this Agreement, or to such other addresses as the Parties may request in writing by notice given pursuant to this Section 5.4. Notices shall be deemed received on the earliest of personal delivery; upon delivery by electronic facsimile with confirmation from the transmitting machine that the transmission was completed; twenty-four (24) hours following deposit with a bonded courier or overnight delivery service; or seventy-two (72) hours following deposit in the U.S. mail as required herein.

5.5 Relationship of Parties. Notwithstanding anything to the contrary in any Underlying Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed all Business Associate obligations under this BAA.

5.6 Effective Date. This BAA shall be effective as of the date of execution of the Underlying Agreement.

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



Rachel Laurie Riddle
Chief Examiner

January 4, 2022

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2021-485, the Department has reviewed the competitive bidding process used by Omnia Partners Public Sector ("Omnia"), a national purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by Omnia is approved for use through **December 31, 2022**. 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 Omnia, 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 Omnia, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Omnia's competitive bid process approval will subject to immediate revocation by the Department.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Omnia related to "public works," as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contracts for purchasing air conditioning and heating units and systems, which were awarded to Trane (RFP#15-JLP-023), Daikin Applied Americas, Inc. (RFP#20-04), Johnson Controls, Inc. (RFP#20-04), and TDIndustries, Inc. (RFP#20-04) have been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to North American Fire Equipment Co Inc for Holmatro brand hydraulic rescue equipment for MFRD.

General fund.

Amount of Contract:

\$235,598.00

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220616 Nafeco Agenda Package POs	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/16/2022 - 3:53 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>8511</u>	2022	(1510) FIRE ADMINISTRATION	HOLMATRO HYDRAULIC RESCUE EQUIPMENT FOR MFRD (H-GAC COOPERATIVE PURCHASING AGREEMENT)	\$235,598.00	<u>(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008511-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 1
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	AS PER YOUR QUOTE 022412610 AND HGAC CONTRACT EE08-19 EXPIRATION 7/31/2022 FIRE EMERGENCY EQUIPMENT: Holmatro 32' CORE Hose, Orange [D-STOCK] 158572125-D QUOTE Q022412610 Vendor Item	3.00 EACH	939.00000	2817.00
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1	1000.30.15.1510.1522.1510.0000.0000.42150.			2817.00
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Ship To
 FIRE CENTRAL SUPPLY
 2851 OLD SHELL ROAD
 MOBILE, AL 36607
 Delivery Reference
 VICTORIA RICHARDSON

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

002	FIRE EMERGENCY EQUIPMENT: Holmatro 32' CORE Hose, Blue [D-STOCK] 158572128-D QUOTE Q022412610 Vendor Item	3.00 EACH	939.00000	2817.00
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1	1000.30.15.1510.1522.1510.0000.0000.42150.			2817.00
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Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 2
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Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	Delivery Reference
Tel#256-353-7100	VICTORIA RICHARDSON
Fax 256-355-0852	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

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Date	Vendor
Ordered	Number
	Date
	Required
	Ship
	Via
	Terms
	Department
-----	-----
04/13/22	149290
	FIRE ADMINISTRATION
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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			
003	FIRE EMERGENCY EQUIPMENT: Holmatro	3.00	7905.00000	23715.00
	SR20 PC2 Pump, D-Stock 159.000.	EACH		
	100-D QUOTE Q022412610			
	Vendor Item			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			23715.00
	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			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008511-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 3
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36607			
004	FIRE EMERGENCY EQUIPMENT: Holmatro CU5050i Cutter NAFECO 150.012. 306-D QUOTE Q022412610 Vendor Item	10.00 EACH	6600.00000	66000.00
1	6120.70.15.0000.0000.1510.0000.0000.49130.			65000.00
2	1000.30.15.1510.1522.1510.0000.0000.42150.			1000.00

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

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

005	FIRE EMERGENCY EQUIPMENT: Holmatro Spreader SP 5240 CORE 150.012. 323-D QUOTE Q022412610 Vendor Item	10.00 EACH	7293.00000	72930.00
1	1000.30.15.1510.1522.1510.0000.0000.42150.			72930.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008511-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 4
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
006	FIRE EMERGENCY EQUIPMENT: Holmatro	10.00	5535.00000	55350.00
	TR5350 LP Ram 150.032.101-D	EACH		
	QUOTE Q022412610			
	Vendor Item			
1	6120.70.15.0000.0000.1510.0000.0000.42150.			40362.00
2	1000.30.15.1510.1522.1510.0000.0000.42150.			14988.00

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

 Deliver To
 FIRE CENTRAL SUPPLY

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008511-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 5
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
04/13/22	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
007	FIRE EMERGENCY EQUIPMENT: Holmatro CU 4007 Mini-Cutter, CORE 150.012. 232-D QUOTE Q022412610 Vendor Item	3.00 EACH	3911.00000	11733.00
1	1000.30.15.1510.1522.1510.0000.0000.42150.			11733.00
	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			
008	FREIGHT	1.00 EACH	236.00000	236.00
	Vendor Item Inventory Item/Loc 14009			
1	1000.30.15.1510.1522.1510.0000.0000.42150.			236.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00008511-00 FY 2022 Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910514396 Status: Approved	Page 6
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Vendor NORTH AMERICAN FIRE EQUIPMENT CO INC 1515 W MOULTON ST DECATUR, AL 35601 USA Tel#256-353-7100 Fax 256-355-0852	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
04/13/22	149290				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 235598.00

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

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.		
FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS	130236.00	2092588.39
6120.70.15.0000.0000.1510.0000.0000.42150.		
EMERGENCY MEDICAL SVCS EXP MAINTENANCE & REPAIRS	40362.00	2092588.39
6120.70.15.0000.0000.1510.0000.0000.49130.		
EMERGENCY MEDICAL SVCS EXP UNCLASSIFIED EXPENDITURES	65000.00	2092588.39

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	

=====	=====
Bill To	Requisition 00008511-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.30.15.1510.1522.1510.0000.0000.42150.
MOBILE, AL	Review:
36601	Buyer: 910514396
vendorinvoices@cityofmobile.org	Status: Approved
	Page 7
=====	=====

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC	FIRE CENTRAL SUPPLY
1515 W MOULTON ST	2851 OLD SHELL ROAD
	MOBILE, AL 36607
DECATUR, AL 35601	
USA	Delivery Reference
Tel#256-353-7100	VICTORIA RICHARDSON
Fax 256-355-0852	
	Deliver To
	FIRE CENTRAL SUPPLY
	2851 OLD SHELL ROAD
	MOBILE, AL 36607

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
04/13/22	149290				FIRE ADMINISTRATION
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/16/22 DONALD ROSE	Auto	approved by: 910514396	
Approved	06/16/22 SANDRA LEWIS	Auto	approved by: 910514396	
Approved	06/16/22 JOHN PAINE	Auto	approved by: 910514396	
Approved	06/16/22 DONNA MICHELE STANLEY	Auto	approved by: 910514396	
Approved	06/16/22 JAMES NEESE JR	Auto	approved by: 910514396	
Approved	06/16/22 JOHN PAINE	Auto	approved by: 910514396	

Authorized By: _____ Date: _____

Signature



Looking for something specific?

Search

Product Information

Product Description

Holmatro Rescue Tools Suggested List Price, Effective July 1, 2021

Manufacturer

Holmatro

Contract

EE08-19 Emergency Medical & Rescue Equipment

Discount

-3%

Keyword(s)

Combination Spreader/Cutter Tools

Product Code

EE19DCA

Contract Category

Emergency Equipment & Supplies

Price Unit

EA

[View Catalog](#)

Vendors Offering This Product

Air Care Inc.
 Christopher Thomas

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists
 Christopher Thomas

[About the Cooperative](#)
[Bid Notices](#)
[HGACBuy How2s](#)
[Products & Services](#)
[Resources](#)
G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

 Wink Brown
wbrown@gwvss.com
 Phone: 901-948-1625
 Fax: 901-942-2724

Georgia Fire and Rescue Group, Inc.

 Jason Whitby
jasonwhitby@georgiafireandrescue.com
 Phone: 770-479-5495
 Fax: 770-479-9040

Holmatro Inc.

 Andy Morris
amorris@holmatro-usa.com
 Phone: 410-689-3407
 Fax: 410-768-4878

Industrial Protection Services, LLC

 Kevin Murphy
kmurphy@ipps.com
 Phone: 978-657-4740
 Fax: 978-658-0257

Metro Fire Apparatus Specialists, Inc.

 Brian Russell
brussell@mfas.com
 Phone: 713-475-2411
 Fax: 713-475-2428

Purchase Point Equipment Supply, LLC

 Nate Schwesinger
nate@purchasepointequip.com
 Phone: 239-821-8373
 Fax: 239-236-1943

Weidner & Associates, Inc.

 Troy McBride
troy@weidnerfire.com
 Phone: 801-565-9595
 Fax: 801-565-9598

G & W Diesel Services, Inc. dba Emergency Vehicle Specialists

 Jimmie Smith
jsmith@gwvss.com
 Phone: 901-948-1625
 Fax: 901-946-7433

Holmatro Inc.

 Michelle Gibson Gibson
m.gibson@holmatro.com
 Phone: 410-689-3118
 Fax: 410-768-4878

Industrial Protection Services, LLC

 Edward Asheigh
 Manager
 Phone: 603-485-8040
 Fax: 603-458-5958

Metro Fire Apparatus Specialists, Inc.

 Jim Minton
jminton@mfas.com
 Phone: 713-724-8610
 Fax: 713-692-1591

North America Fire Equipment CO., Inc. (NAFECO)

 Ronald Woodall
ronald.woodall@nafeco.com
 Phone: 256-353-7100
 Fax: 256-355-0852

Weidner & Associates, Inc.

 Jordan Hicks
jordan@weidnerfire.com
 Phone: 801-565-9595
 Fax: 801-565-9598

Contact HGACBuy

Veronica Johnson
veronica.johnson@h-gac.com
 Phone: 713-993-2446
 Fax: 713-993-4548

[Return to Products & Services](#)
[View This Contract](#)

Contact Information

H-GAC Mailing Address:
 P.O. Box 22777
 Houston, TX 77227-2777

H-GAC Physical Address
 3555 Timmons Lane, Suite 120
 Houston, TX 77027

Phone: 1-800-926-0234
Fax: 713-993-4548

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



Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

November 5, 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), as amended by Act No. 2021-282.

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, 2022**. 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

RLR/lbm



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide a bi-annual preventive maintenance program for the security camera system at the Cruise Terminal

Amount of Contract:

\$33,424.00

Funding Source

Project # Cruise Terminal - Server & Security
Camera Maintenance SC-038-22

Discretionary Funds

Contract Number:60206020-42200 (Cruise Terminal
Professional & Technical operational fund)

Project String

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SC-038-22 Cruise Terminal - Server & Security Camera Maintenance	Cover Memo	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/9/2022 - 10:46 AM
Budget	Sapp, Celia	Approved	6/9/2022 - 9:52 AM
Legal	Kern, Chris	Approved	6/9/2022 - 12:57 PM

Legal

Kern, Chris

Approved

6/9/2022 - 12:58
PM

Mayors
Office

Montgomery, Brandi

Approved

6/9/2022 - 2:14
PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: CONVERGINT TECHNOLOGIES LLC

Project Name: MOBILE ALABAMA CRUISE TERMINAL –
SERVER AND SECURITY CAMERA MAINTENANCE
(1-YEAR SERVICE CONTRACT)

Project Number: SC-038-22

Amount: \$33,424.00

Adopted:

City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR STIPULATED SUM
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____,

BETWEEN the **OWNER:** CITY OF MOBILE
205 Government Street
PO Box 1827
Mobile, Alabama, 36633

And the **SERVICE CONTRACTOR:** Convergent Technologies LLC
714 Cahaba Valley Circle
Pelham, Alabama 35124

City of Mobile License Number: 102859

for the following **PROJECT:**

Project Name: Service Contract- Server and Security Camera Maintenance

Project Location: Mobile, Alabama Cruise Terminal
201 South Water Street
Mobile, Alabama 36602

Project Number: SC-038-22

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Contractor shall furnish all labor, material and equipment necessary to provide a bi-annual preventive maintenance program for the Mobile, Alabama Cruise Terminal Security Camera System and be available for emergency services to assess the causes of outages and make all necessary repairs at all times (24/7/365).

ARTICLE 2. Term of Contract:

2.1 The Term of the Contract is for a period of one (1) year commencing on the date of the written Notice to Proceed issued by the Owner.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the term of the Contract, for time and material, subject to additions and deductions provided therein, in current funds, a Total Contract Sum as follows:

Total Contract Amount: Thirty-Three Thousand Four Hundred Twenty-Four
& 00/100 Dollars (\$33,424.00)
(Amount in Words) (Amount in Numbers)

SCHEDULE OF VALUES:

First Year (Initial Term)

Mobile, Alabama Cruise Terminal	Bi-Annual	\$ <u>16,712.00</u>	Jul. 2022
		\$ <u>16,712.00</u>	Jan. 2023

HOURLY LABOR RATES: The hourly labor shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician

Regular Working Hours (M-F, 8am-5pm) \$ 135.00 /hour

Overtime Hours \$ 202.00 /hour

Parts/Material: for furnishing equipment, parts or other materials:

Service Contractor's Direct Cost plus Ten Percent (10%)

If Additional Services are required due to circumstances beyond the Service Contractor's control, the Service Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Service Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made Quarterly for completed Work as specified.
- B. Two (2) original invoices shall be delivered to the Service Contract Administrator for review. Invoices shall list all facilities serviced and shall provide unit pricing in accordance with the approved Schedule of Values.
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Section 3.1, above.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. The Owner shall pay the Service Contractor for work executed and for proven loss with respect to materials, equipment, tools and reasonable overhead.

5.2 The Owner shall not make payment to the Service Contractor for profit and damages, as the result of terminating the Contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement and the Specifications, Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. This Instrument (Agreement)	8 pages
2. Bid Form, dated February 24, 2022	2 pages
3. Scope of Work	1 page
4. Certificates of Insurance with endorsements	2 pages
5. E-Verify Documentation	2 pages
6. Vendor Information	2 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this Contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
2. Property damage liability - \$1,000,000 each occurrence.
3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
4. General Aggregate limit shall apply on a "Per Project" Basis.

B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.

1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence

- \$1,000,000 each occurrence
- 2. Property damage liability - \$1,000,000 each occurrence.
- 3. Or, in lieu of (1) and (2) above)
 - Bodily injury and property damage combined – \$1,000,000 per occurrence

C. Excess/Umbrella Liability insurance

- 1. \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- 2. Providing following form coverage for Employer's Liability, Comprehensive General Liability and Automotive Liability.

D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this

8.2 This Agreement including Project Construction Documents and accepted alternates represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

8.3 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time with any litigation or in connection merely with advice and representation provided without litigation.

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

8.5 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

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

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

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

8.9 Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City permits may be obtained at no cost to the Contractor.

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

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

8.12 Method of Payment: Contractor shall provide two copies of invoices to the Architectural Engineering Department. Payment shall be made only upon successful completion of the project and receipt and approval by Owner of all required close out documents.

8.13 Termination of Contract: The City may terminate the contract upon thirty (30) days' written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages, as the result of its termination of the contract.

8.14 Dispute Resolution: Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

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

8.16 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

ARTICLE 9. Severability Clause

9.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

ARTICLE 10. Immigration Laws

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

ARTICLE 11. Public Contracts with Entities Engaging in Certain Boycott Activities

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

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

ARTICLE 9. Signature:

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

OWNER: City of Mobile

Signature

William. S. Stimpson
Mayor, City of Mobile

**SERVICE CONTRACTOR:
CONVERGINT TECHNOLOGIES, LLC.**

Sam Pistrui

Digitally signed by Sam Pistrui
DN: cn=US, E=sam.pistrui@convergent.com,
o=Convergent Technologies, CN=Sam Pistrui
Date: 2022.06.06 12:40:45-0500

Signature

Sam Pistrui Account Executive
Printed Name and Title

ATTEST:

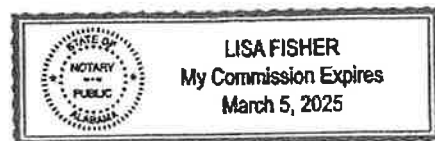
City Clerk

**STATE OF ALABAMA
COUNTY OF MOBILE**

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Sam Pistrui as Account Executive Convergent and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Convergent Technologies, LLC.
Sworn to and subscribed for me this 1st day of June, 2022.


NOTARY PUBLIC

My Commission Expires:



END OF SECTION

EXHIBIT A
SCOPE OF WORK
Service Contract – Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
February 24, 2022

1. Upon receipt of Notice to Proceed, Contractor must inventory all cameras associated hardware that will be covered under the Service Contract. All cameras will need to be updated with firmware at least once a year. All servers covered under this Contract shall have firmware updated.
2. Report and coordinate in with owner's representative. Vendor will provide two (2) comprehensive yearly preventive maintenance inspection for all cameras and network infrastructure.
3. Clean Cameras lenses, with appropriate lens cleaner, and housing as necessary. Check lensed for correct focusing and operation of auto-ins and adjust as necessary. Check lenses for correct field of view and adjust as necessary.
4. Visually inspect all major components (including cabling and connections where accessible) for signs of deterioration or damage and rectify as necessary. Network hardware can only be accessed in coordination with the MIT Department for the City of Mobile. All other physical needs such as network cabling to the respective cameras can be done by Contractor.
5. Check Network integrity for any increase in latency or congestion. Clean all network switches of any accumulated dust/grime.
6. Insure that all network hardware has adequate ventilation as required for proper operation. Check all network security protocols are in place and operational.
7. Check all network security protocols are in place and operational.
8. Clean all servers of any debris that may be impeding airflow.
9. Camera firmware updates shall be checked for most current version and be applied as necessary.
10. Provide a written, bi-annual, report of completed work and indicate any uncorrected deficiencies detected to Cruise Terminal Contract Administrator.

Service Contract- Server and Security Camera Maintenance
Mobile, Alabama Cruise Terminal
Project # SC-22-07
February 24, 2022

QUOTE:

Company Name: Convergent
Company Address: 714 Cahaba Valley Circle, Pelham, AL, 35124
Office Phone #: 205-259-7360 **Fax #:** _____
Email Address: Sam.Pistrui@Convergent.com

City of Mobile Business License No.: 102859 Reference 13436

In compliance with the Request for Quotes documents prepared by the City of Mobile, Facility Maintenance Department, dated February 24, 2022 the Contractor hereby proposes to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. Service Contractor acknowledges receipt of Addendum No. N/A and dated 04/06/2022.

- Quotes shall include all applicable sales and use taxes.
- Quotes shall be provided in whole dollar amount with no cents.

SCHEDULE OF VALUES:

First Year (Initial Term)			
Mobile, Alabama Cruise Terminal	Bi-annually	\$ 16,712.00	Apr. 2022
		\$	
		\$ 16,712.00	Oct. 2022
		\$	
	Year 1 Total	\$ 33,424.00	
Second Year (First Additional Term)			
Mobile, Alabama Cruise Terminal	Bi-annually	\$ 15,744.00	Apr. 2023
		\$	
		\$ 15,744.00	Oct. 2023
		\$	
	2 nd Year Total	\$ 31,488.00	
Third Year (Second Additional Term)			
Mobile, Alabama Cruise Terminal	Bi-annually	\$ 15,744.00	Apr. 2024
		\$	
		\$ 15,744.00	Oct. 2024
		\$	
	3 rd Year Total	\$ 31,488.00	

Total (First, Second, & Third Year)

\$ 96,400.00

HOURLY LABOR RATES: The hourly labor shall include all costs of labor, overhead and transportation. The hours for which payment shall be made will be for the time on the job site only. The City does not guarantee any minimum number of hours and will pay only for the actual number of hours authorized and worked.

Service Technician

Regular Working Hours(M-F, 8am-5pm)

Overtime Hours

\$ 135 /hour

\$ 202 /hour

Parts/Material: for furnishing equipment, parts or other materials:
Service Contractor's Direct Cost plus

Ten Percent (10%)

Contact Name: Sam Pistru

Contact Phone #: _____ Cell #: 832-493-3877

E-mail Address: Sam.Pistru@convergint.com

Signature: Sam Pistru Digitally signed by Sam Pistru
DN: cn=US, c=us, email=Sam.Pistru@convergint.com
"Sam Pistru"
Date: 2022.04.06 09:45:33 -0500 Date: 04/06/2022

Printed Name: Sam Pistru Title: Account Executive



Convergint Technologies LLC	
Entity ID Number	000 - 604 - 148
Entity Type	Foreign Limited Liability Company
Principal Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Principal Mailing Address	ONE COMMERCE DRIVE SCHAUMBURG, IL 60173-5323
Status	Exists
Place of Formation	Delaware
Formation Date	05/25/2001
Qualify Date	05/02/2002
Registered Agent Name	CORPORATION SERVICE COMPANY INC.
Registered Office Street Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Registered Office Mailing Address	641 SOUTH LAWRENCE STREET MONTGOMERY, AL 36104
Nature of Business	ANY LAWFUL ACTIVITY
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov . The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	<u>2021</u>
Transactions	
Transaction Date	12/30/2004
Principal Office Changed From	1094 JOHNSON DR BUFFALO GROVE, IL 60089
Transaction Date	04/15/2011
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2527 COLLEGE ST MONTGOMERY, AL 36104
Transaction Date	12/04/2014
Principal Office Changed From	1651 WILKENING RD SCHAUMBURG, IL 60173-5323
Transaction Date	06/02/2017
Registered Agent Changed From	NATIONAL CORPORATE RESEARCH LTD INC 2094 MYRTLEWOOD DRIVE MONTGOMERY, AL 36111
Transaction Date	02/28/2018

Convergent Technologies LLC	
Agent Mailing Address Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Transaction Date	02/28/2018
Registered Agent Changed From	COGENCY GLOBAL INC 2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	05/02/2002 Certificate of Formation 1 pg.
Document Date / Type / Pages	12/30/2004 Principal Address Change 1 pg.
Document Date / Type / Pages	04/15/2011 Registered Agent Change 1 pg.
Document Date / Type / Pages	12/04/2014 Articles of Amendment 2 pgs.
Document Date / Type / Pages	06/02/2017 Registered Agent Change 1 pg.
Document Date / Type / Pages	02/28/2018 Registered Agent Change 2 pgs.

[Browse Results](#)
[New Search](#)

Re: e-Verify

Blaize, Gregg S <gregg.blaize@cityofmobile.org>

Fri 4/29/2022 11:46 AM

To: Janice Baumann <Janice.Baumann@convergint.com>

Ok. I will submit it.

Thanks

Sent from my iPhone

On Apr 29, 2022, at 11:31 AM, Janice Baumann <Janice.Baumann@convergint.com> wrote:

CAUTION: External Email

Hi Gregg,

We use a third party for background checks and e-Verify, therefore, we are unable to pull that form. However, please see the attached. This has been accepted by others.

Please let me know if you need anything else.

Regards,

Janice

Janice Baumann | Human Resources Business Partner | Convergint
Gulf and Mid-Atlantic Regions

F: 847-273-0546

O: 847-318-3235 E: janice.baumann@convergint.com

<image001.png>

<Memorandum of Understanding - MOU - E-Verify.pdf>

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Designated Agent and the DHS-USCIS respectively.

APPROVED BY:

Employer Convergint Technologies

Leslie V. Evans
Name (Please type or print)

Leslie V. Evans
Signature

HR Manager
Title

6/12/2008
Date

Designated Agent Selection Management Systems, Inc.

Melissa Naegele
Name (Please type or print)

Electronically Signed
Signature

Title

06/13/2008
Date

Department of Homeland Security- Verification Division

Name (Please type or print)

Signature

Title

Date

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY, SOCIAL SECURITY ADMINISTRATION,
EMPLOYER, AND DESIGNATED AGENT
REGARDING E-VERIFY**

**INFORMATION REQUIRED
FOR THE E-VERIFY DESIGNATED AGENT PROGRAM**

Information relating to Employer's Company:

Company Name: Convergint Technologies

Company Facility Address: 1651 Wilkening Road
Schaumburg, IL 60173

County or Parish: COOK

Employer Identification Number: 311428978

North American Industry
Classification Systems Code: 238

Parent Company: _____

Number of Employees: 500 to 999



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
04/19/2022

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

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

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Convergint Technologies LLC #425 Location #425 One Commerce Drive Schaumburg, IL 60173	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: XL Insurance America Inc</td><td>24554</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C: XL Specialty Insurance Company</td><td>37885</td></tr><tr><td>INSURER D: Indian Harbor Insurance Company</td><td>36940</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: XL Insurance America Inc	24554	INSURER B: Federal Insurance Company	20281	INSURER C: XL Specialty Insurance Company	37885	INSURER D: Indian Harbor Insurance Company	36940	INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: W24559823

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		CGD 7422095	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		CAD 7459994 01	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y		9365-2578	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	CWD 7459993 01	03/01/2022	03/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Workers Compensation - WI and Employers Liability Per Statute			CWR 7459998 01	03/01/2022	03/01/2023	EL Each Accident \$1,000,000 EL Disease-Each Empl. \$1,000,000 EL Disease-Policy Lmt \$1,000,000

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

Job Project: Cruise Terminal CSP
SEE ATTACHED

CERTIFICATE HOLDER

City of Mobile
201 S water street
Mobile, AL 36602

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

A. Carnell

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED Convergent Technologies LLC #425 Location #425 One Commerce Drive Schaumburg, IL 60173	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

City of Mobile is included as an Additional Insured as respects to General Liability and Auto Liability as required by written contract.

Umbrella/Excess Follows Form on Additional Insured.

INSURER AFFORDING COVERAGE: Indian Harbor Insurance Company
 POLICY NUMBER: CEO744682206 EFF DATE: 03/01/2022 EXP DATE: 03/01/2023

NAIC#: 36940

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$5,000,000
	Aggregate	\$5,000,000
	Retention	\$100,000



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To provide technical support/assistance to the Adelte Technologies Inc engineers during the bi-annual preventative maintenance & inspections of the Gangway; provide technical support for the quarterly preventative maintenance & inspections of the Gangway; and provide technical support & repairs for emergencies & unscheduled repairs, at the Mobile Alabama Cruise Terminal

Amount of Contract:

\$46,720.00 1st year

Funding Source

Project # Cruise Terminal - Gangway Preventative

Maint & Insps-Technicians (service contract) SC-022- **Discretionary Funds**

22

Project String 60206020-42200 (Cruise Terminal
Professional & Technical operational account)

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
SC-022-22 Cruise Terminal - Gangway Preventative Maint & Insps-Technicians (service contract)	Cover Memo	6/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
------------	----------	--------	------

Architectural Engineering	Boatwright, Cassie	Approved	6/10/2022 - 2:40 PM
Budget	Sapp, Celia	Approved	6/15/2022 - 2:10 PM
Legal	Kern, Chris	Approved	6/16/2022 - 11:01 AM
Legal	Kern, Chris	Approved	6/16/2022 - 11:03 AM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:55 PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson and William Carroll

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

Name of Company: ROB'T J. BAGGETT, INCORPORATED
d/b/a ROB'T J. BAGGETT, INC.

Project Name: MOBILE, ALABAMA CRUISE TERMINAL –
GANGWAY PREVENTATIVE MAINTENANCE &
INSPECTIONS - TECHNICIANS
(3-YEAR SERVICE CONTRACT)

Project Number: SC-022-22

Amount: \$ 46,720.00 1st YEAR
48,176.00 2nd YEAR
49,140.00 3rd YEAR
\$144,036.00 COMBINED TOTAL

Adopted:

City Clerk

**STANDARD SERVICE CONTRACT AGREEMENT BETWEEN
CITY OF MOBILE AND SERVICE CONTRACTOR**

THIS AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR STIPULATED SUM
(HEREINAFTER "AGREEMENT")

This Agreement made and entered into this _____.

Between the Owner:

CITY OF MOBILE
205 GOVERNMENT STREET
P.O. BOX 1827
MOBILE, ALABAMA 36633

And the SERVICE CONTRACTOR

ROB'T J. BAGGETT, INCORPORATED
d/b/a ROB'T J. BAGGETT, INC.
759 HOLCOMBE AVENUE
MOBILE, ALABAMA 36606

City of Mobile License Number:

36051

for the following PROJECT:

PROJECT NAME:

GANGWAY PREVENTATIVE MAINTENANCE &
INSPECTIONS - TECHNICIANS

PROJECT LOCATION:

MOBILE, ALABAMA CRUISE TERMINAL
201 SOUTH WATER STREET
MOBILE, AL 36602

PROJECT NUMBER:

SC-022-22

County of Mobile
City of Mobile, Alabama

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

ARTICLE 1. Statement of Work to be Performed:

1.1 The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, as described in Section 01000, Scope of Work, and per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) I" (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B), in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.

ARTICLE 2. Term of Contract:

2.1 The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

ARTICLE 3. Contract Sum:

3.1 The City shall pay the Service Contractor for the work performed on a quarterly basis, subject to additions and deductions provided therein, in current funds, the Contract Sum as follows:

Year 1 – Initial Term:

Forty Six Thousand Seven Hundred Twenty and 00/100 Dollars (\$ 46,720 .00)*

***Which sum includes a \$20,000.00 Contingency Allowance**

Year 2 – 1st Additional Term:

Forty Eight Thousand One Hundred Seventy-Six and 00/100 Dollars (\$ 48,176 .00)*

***Which sum includes a \$20,000.00 Contingency Allowance**

Year 3 – 2nd Additional Term:

Forty Nine Thousand One Hundred Forty and 00/100 Dollars (\$ 49,140 .00)*

***Which sum includes a \$20,000.00 Contingency Allowance**

Total Contract Sum: One Hundred Forty Four Thousand Thirty Six
(Amount in Words)
& 00/100 Dollars (\$ 144,036 .00)
(Amount in #'s)

3.2 SCHEDULE OF VALUES:

Year 1 – Initial Term:	November (Adelte Visit) 2022	\$ <u>6680</u> .00
	February 2023	\$ <u>6680</u> .00
	May 2023 (Adelte Visit)	\$ <u>6680</u> .00
	August 2023	\$ <u>6680</u> .00

Year 2 - 1 st Additional Term:	November (Adelete Visit) 2023	\$ <u>7044</u> .00
	February 2024	\$ <u>7044</u> .00
	May 2024 (Adelte Visit)	\$ <u>7044</u> .00
	August 2024	\$ <u>7044</u> .00

Year 3 - 2 nd Additional Term:	November (Adelte Visit) 2024	\$ <u>7285</u> .00
---	------------------------------	--------------------

February 2025	\$ 7285	.00
May 2025 (Adelte Visit)	\$ 7285	.00
August 2025	\$ 7285	.00

HOURLY RATES: For work performed outside the basic scope of services (Base Quote), the following total rates shall apply.

A. Regular time:	Mechanical Technician Rate	\$ 87.50	per hour.
	Technician Assistant Rate	\$ 75.00	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 58.70	per hour.
	Hydraulic Technician Rate	\$ 98.75	per hour.
	Technician Assistant Rate	\$ 89.40	per hour.
(7a.m. to 5p.m., Monday-Friday)			

B. Overtime	Mechanical Technician Rate	\$ 117.50	per hour.
	Technician Assistant Rate	\$ 102.50	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 77.85	per hour.
	Hydraulic Technician Rate	\$ 142.40	per hour.
	Technician Assistant Rate	\$ 123.50	per hour.
(5p.m. to 7a.m., Monday-Friday and weekends)			

C. Holiday Overtime	Mechanical Technician Rate	\$ 175.00	per hour.
	Technician Assistant Rate	\$ 150.00	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 117.40	per hour.
	Hydraulic Technician Rate	\$ 142.40	per hour.
	Technician Assistant Rate	\$ 123.50	per hour.
(City Approved Holidays);			

Response Times: Cruise Days – no greater than One (1) hour from initial contact; Non-Cruise Days - no greater than Four (4) hours from initial contact.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

3.3 Contingency Allowance:

Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Service Contractor shall provide an itemized proposal including same for all Work. Service Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of his own forces.

- A. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the City, in writing, prior to ordering materials or undertaking work.
- B. Service Contractor's charges for overhead and profit are limited to 10% of labor, materials

- and equipment costs on subcontractor's work; and 15% on work of his own forces.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the City in the form of a Change Order.

ARTICLE 4. Payments:

4.1 The City shall pay the Service Contractor on account of the Contract as follows:

- A. Payments shall be made on a quarterly basis for completed work as specified.
Payments shall be made on a monthly basis for all emergency work and unscheduled repairs.
- B. Original invoices shall be delivered to the Service Contract Administrator for review and approval
- C. Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.
- D. Detailed and itemized invoices for all equipment rentals, materials, and hourly work performed.

ARTICLE 5. Termination of the Contract:

5.1 The Owner or Service Contractor may terminate the Contract upon thirty (30) days written notice. Notice from the Owner shall be mailed to the address provided by the Contractor on this form. Notice to the City shall be addressed -City of Mobile, Architectural and Engineering Department, 205 Government Street , Mobile, Alabama, 36602. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of contract.

ARTICLE 6. Contract Documents:

6.1 The contract documents consist of this Agreement, General Conditions of the Contract, and the Specifications (all of which are bound in the Project Manual), Addenda issued prior to the execution of the Contract, The Service Contractor's Proposal as accepted by the City, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. General Conditions, dated	10 pages
2. Bid Form, dated	5 pages
3. Specifications, dated	
Section 01000 – Scope of Work	2 pages
Exhibit A – Adelte Proposal	8 pages
Exhibit B – Checklist	20 pages
4. This Instrument (Agreement)	9 pages
5. Certificate of Insurance	3 pages
6. Addendums #1 and #2	4 pages

ARTICLE 7. Insurance:

7.1 Required coverage:

7.1.1 For the term of this Agreement, Service Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, which such insurance shall name the City of Mobile as an additional insured, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Comprehensive Liability insurance (occurrence form) including coverage for premises, products and complete operations, and blanket contractual liability, specifically covering the obligations assumed by the Service Contractor.
1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
 2. Property damage liability - \$1,000,000 each occurrence.
 3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined –\$1,000,000 per occurrence
 4. General Aggregate limit shall apply on a “Per Project” Basis.
- B. Comprehensive – Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles.
1. Bodily injury liability:
\$1,000,000 each person
\$1,000,000 each occurrence
 2. Property damage liability - \$1,000,000 each occurrence.
 3. Or, in lieu of (1) and (2) above:
Bodily injury and property damage combined – \$1,000,000 per occurrence
- C. Excess/Umbrella Liability insurance
1. \$5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
 2. Providing following form coverage for Employer’s Liability, Comprehensive General Liability and Automotive Liability.
 3. Maritime Employers’ Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.
- D. Workers' Compensation insurance - in the amounts required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.
- E. Maritime Employers’ Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.
- F. “In Rem” endorsement
- G. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.
- H. Marine General Liability or its equivalent (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
1. Limit of Liability:
\$1,000,000 each occurrence bodily injury or property damage
\$2,000,000 General Aggregate Limit, on a “Per Project” Basis

- I. Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy
- J. The Marine General Liability policy must include and endorsement to cover "Sudden and Accidental" pollution.

7.1.2 If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Service Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

7.1.3 Waiver of Subrogation - all policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

7.1.4 Additional Insured - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to name City of Mobile as an Additional Insured

7.1.5 Primary Insurance - all policies of insurance, except those referenced under 7.1.1 D, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

7.1.6 Certificates of Insurance - prior to execution of the Agreement, Service Contractor shall deliver to the City of Mobile certificates of insurance certifying the existence and limits of the insurance coverages, noting applicable endorsements, described above, and shall deliver same and renewals thereof to the City of Mobile. The certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

7.2 General

7.2.1 A Surety authorized to do business in the State of Alabama shall execute and furnish all insurance. Insurance produced outside of the State of Alabama must be signed or countersigned by a Resident Agent of the State of Alabama, with resident agent's name, address and telephone number typed or printed on form.

ARTICLE 8. Miscellaneous Provisions

8.1 Breach of Contract: In the event of any breach or apparent breach by Service Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of any attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Service Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

8.2 Indemnification: Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries,

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

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

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

8.5 Licenses, permits, etc.: Service Contractor shall obtain, at its own expense, all necessary professional licenses, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. All work shall be in accordance with National Fire Protection Association (NFPA) Code Sections as listed in the Scope of Work, the State of Alabama Fire Code, and all City of Mobile Regulations. Service Contractor shall be certified and hold a valid permit from the State of Alabama Fire Marshall. The Work shall be performed by qualified technicians that have met the training requirements established by the State of Alabama Fire Marshall and the City of Mobile Fire Rescue Department.

8.6 No Agency Relationship Created: Service Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Service Contractor provided for herein are performed, but on the contrary, Service Contractor shall be wholly responsible therefore.

8.7 Anti-discrimination: Service Contractor shall comply with all Federal, State and local laws concerning non-discrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen (15) percent of the Work performed under the Contract be awarded to socially and economically disadvantaged individuals and business entities.

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

8.9 State of Alabama Immigration Law: By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly

employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

8.10 Non-Assignment Clause: Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

8.11 Severability Clause: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE 9. Signature:

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

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

OWNER: City of Mobile

Legal Name of Party to Contract
SERVICE CONTRACTOR:
ROB'T J. BAGGETT, INCORPORATED
d/b/a ROB'T J. BAGGETT, INC.

Signature

William. S. Stimpson
Mayor, City of Mobile

Signature

Charles D. Dicks, Jr. / President
Printed Name and Title

ATTEST:

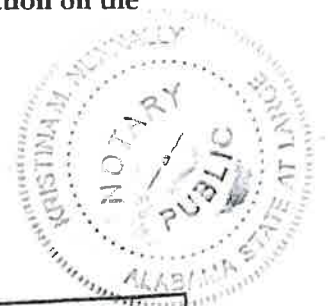
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles Dicks Jr as President of Rob't J. Baggett, Inc and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.

Sworn to and subscribed for me this 9th day of June, 2020.

Kristina M. Nunnally
NOTARY PUBLIC
My Commission Expires: _____



END OF SECTION

KRISTINA M. NUNNALLY
Notary Public, Alabama State At Large
My Commission Expires 10/1/2024

SECTION 01000 – SCOPE OF WORK**April 26, 2022**

The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assisting the Adelte Technologies, Inc. engineers during the bi-annual preventative maintenance and inspections of the gangway, provide technical support for the quarterly preventative maintenance and inspections of the gangway, and provide technical support and repairs for emergencies and unscheduled repairs. Technical support shall include furnishing a mechanical technician, an electrical technician and a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site Adelte engineer, by the Maintenance Checklist, and by the Service Contract Administrator.

1. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. All workers must have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations. TWIC badges must be worn and visible at all times while working at the Cruise Terminal. TWIC Badge requirements can be found at <https://www.tsa.gov/for-industry/twic>.
2. The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assisting the Adelte Technologies, Inc. engineers during the semi-annual (2 times per year) preventative maintenance and inspections of the gangway, per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) at the Mobile, Alabama Cruise Terminal," (Exhibit A). Technical support shall include furnishing a mechanical technician, an electrical technician, and/or a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site Adelte engineer and as directed by the Maintenance Checklist.
3. The Service Contractor shall provide technical support for the quarterly (4 times per year) preventative maintenance and inspections of the gangway per "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B). Technical support shall include furnishing a mechanical technician, an electrical technician and a hydraulic technician, as needed, to carry out preventative maintenance servicing as coordinated and directed by the on-site as directed by the Maintenance Checklist. Any discrepancies found during a quarterly inspection will be presented to the Service Contract Administrator along with a fully itemized quote for repairs.
4. Service Contractor will provide technical support and/or repairs for emergency services and unscheduled work, with a response time of: on Cruise Days – no greater than One (1) after initial contact, and on Non-Cruise Days - no greater than Four (4) hours after initial contact. A fully itemized quote presented to the Service Contract Administrator along with approval is required before work may commence.

5. The Contingency allowance will provide for a mechanical technician, an electrical technician, and/or a hydraulic technician, as required, to carry out maintenance servicing and troubleshooting as coordinated and directed by an off-site ADELTE engineer and the Service Contracts Administration. If required, a hydraulic technician shall be furnished to assist in Base Bid or Allowance maintenance work. Work under this allowance shall be on an "as needed" basis, and technicians should arrive at the site no later than four (4) hours after being contacted by Service Contracts Administrator Cruise Terminal Staff. Work under the Contingency Allowance shall be billed at an hourly rate. Lifts, equipment, materials, etc. shall be furnished by the Service Contractor. Materials and equipment rental shall be paid at cost, plus 10% overhead and profit to the Service Contractor. Contingency Allowance shall be Twenty Thousand Dollars and no/cents (\$20,000.00) per year during the term of this Agreement. At the end of the Service Contract, if there are allowance funds remaining, those funds will be returned to the City of Mobile via Change Order.

END OF SECTION



ALABAMA CRUISE TERMINAL, MOBILE

Proposal for Preventive Maintenance Program
(2022) of ADELTE SPBB

OFFER: BDP2110201

REVISION: 0

DATE: 25th October 2021

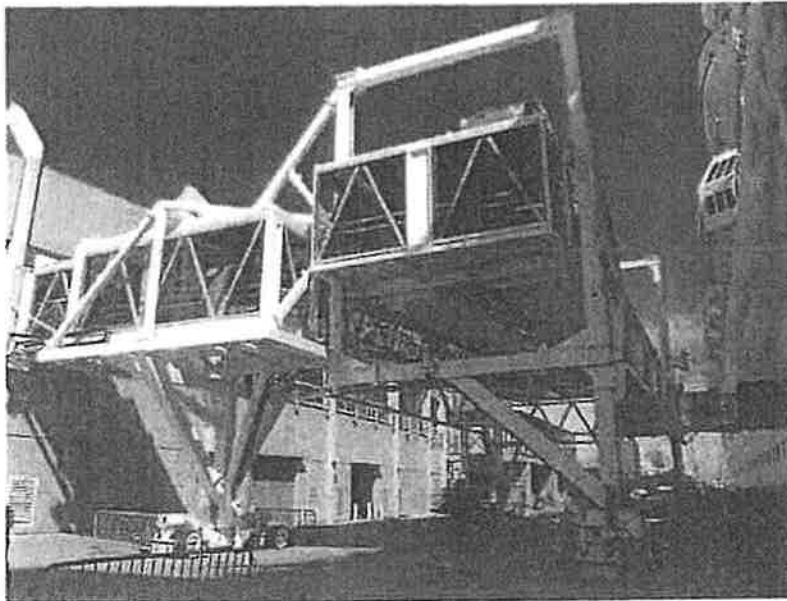
Mr. Osiel Elortegui
ozzie@cityofmobile.org
City of Mobile
Mobile, Alabama 36633
USA

Barcelona, 25th October 2021

SUBJECT: Proposal for a Preventive Maintenance Program (2022) of the ADELTE Seaport Passenger Boarding Bridge at Alabama Cruise Terminal

Dear Osiel,

Following our continuous relationship, we are pleased to provide you this proposal for a Preventive Maintenance Program, in order to have the SPBB installed at Alabama Cruise Terminal well maintained, to prevent and avoid damages and prolong its life-cycle.



Seaport Passenger Boarding Bridge HYDRA MS1 at Alabama Cruise Terminal

1 INTRODUCTION

ADELTE, as a world leading designer, manufacturer and operator of Passenger Boarding Bridges (PBBs), offers its clients the whole scope of services for Seaports, and also Airports. From basic preventive maintenance programs to full-coverage services contracts which include preventive tasks, corrective works, spare parts inventory and storage, on-call and emergency service.

The preventive Maintenance Program is created personally for each client, studying their needs to decide how many visits per year are recommended, how long should them last.

This **Preventive Maintenance Program** consists of two (2) visits in a year of one (1) ADELTE Global Services Engineer and one (1) ADELTE technician who will carry out a full Technical Inspection of the SPBB and who will supervise the preventive maintenance tasks carried out by two local technicians – arranged by Alabama Cruise Terminal – to ensure the correct functioning of the SPBB.

The benefits of our Preventive Maintenance Program are as follows:



- The inspections are performed by an ADELTE high qualified expert, thus by the OEM of the Seaport Passenger Boarding Bridges.
- You will receive technical reports, electrical measures tracking and maintenance recommendations.
- You will be reported of any safety hazard or possible environmental quality problems.
- You will know if our prescribed "Preventive Maintenance Program" is being properly carried out, according to our quality standards and the Operations and Maintenance Manual procedures and schedule.
- Predictive Maintenance: Helps to detect SPBB failures before they occur. ADELTE advises on corrective measures early enough to avoid costly downtimes.
- Long-term care: extend the SPBB lifespan through scheduled predictive works and upgrades.

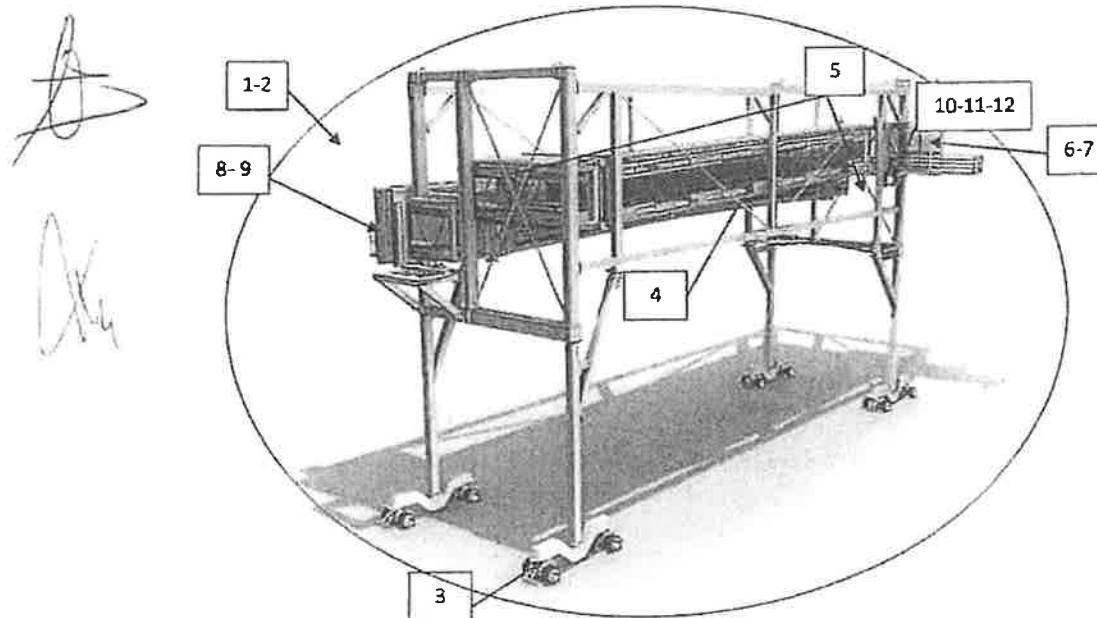
2 SCOPE OF WORKS

2.1 MAINTENANCE PROGRAM

As mentioned earlier, the recommended Preventive Maintenance Program consists of two annual visits of an ADELTE Global Services Engineer and an ADELTE expert technician who will inspect the SPBB and do the recommended preventive works during two days per visit.

The ADELTE Global Services Project Manager will perform a complete technical inspection of the SPBB according to the recommended Preventive Maintenance Program, and this will also be in cooperation with the earlier mentioned local technicians (or maintenance staff of the Cruise Terminal) The scope of work includes, but is not limited to, inspecting, checking and testing of the mechanical, electrical and hydraulic equipment of the SPBB.

- SPBB general visual aspects (1/2)
- Traction System (3)
- Tunnels (4)
- Elevation Gantries (5)
- Cabin (6)
- Automatic Mode (7)
- Building Connection (8)
- Power Supply (9)
- Hydraulic System (10)
- Services (11)
- Human Machine Interface – HMI (12)



1. SPBB General Visual Aspects

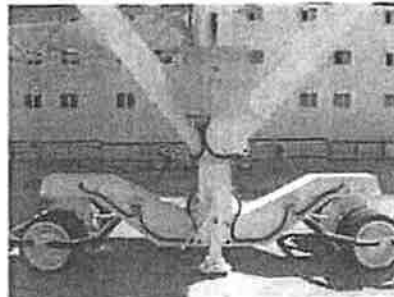
2. Detection of Paint Damage and Corrosion

- Structural Inspection
- Structure joints adjustment
- Corrosion (external and internal zones)
- Flooring



3. Traction System

- Movements. Check correct functioning
- Check motors/brakes
- Limit Switches for movements. Adjust and check correct functioning
- Check motors consumptions
- Check motors and gearboxes oil level
- Lubrication



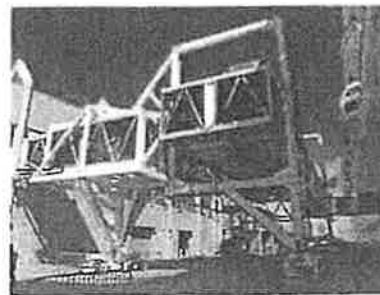
4. Tunnels

- Movements. Check correct functioning
- Limit Switches for movements. Adjust and check correct functioning
- Check tunnels synchronism
- Lubrication



5. Elevation Gantry

- Movements. Check correct functioning
- Inspect gantry movement guides
- Check motors/brakes
- Limit Switches for movements. Adjust and check correct functioning
- Check motors consumptions
- Check motors and gearboxes oil level
- Lubrication



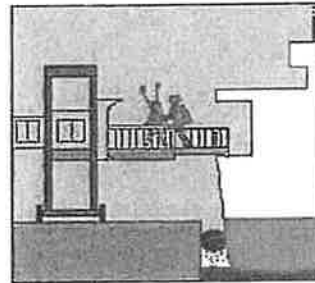
6. Cabin

- Movements. Check correct functioning
- Inspect hydraulic cylinders, lines and connections. Tighten and leaking connections
- Check guide mechanisms
- Limit Switches for movements. Check correct functioning
- Lubrication



7. Automatic Mode

- Manually check correct functioning
- Check sensors



8. Building Connection

- Check status of lateral shutters
- Check guide mechanisms
- Check hydraulic elements
- Lubrication



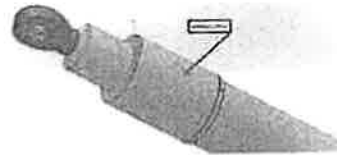
9. Power Supply

- Check main enclosure
- Check main protection adjustment
- Electrical measures



10. Hydraulic System

- Check pressure, flow and speed
- Cylinders articulations and joints inspection
- Oil level



11. Services

- Interior and exterior lights. Check correct functioning
- Emergency lights. Check correct functioning
- Sockets. Check correct functioning and voltage
- Handrails inspection
- Tunnel and walkway rubber water tightness
- Emergency stops. Check correct functioning



12. Human Machine Interface

- Check configuration
- Check command and signaling correct functioning
- Software and PLC control verification



Issued documentation

After each visit, ADELTE will provide the following technical documentation:

- **Maintenance Checklist (to be filled during the PM works)**
- **Electrical measurements**
- **Resistance and insulation test**
- **Technical report**, with all the observations, comments, test, analysis and conclusions coming up from the visit:
 - General state of SPBB
 - Electrical Conduction

- Electric Generator
- Electric Cabinets and Boxes
- Control Panel
- General Services
- AC System
- Traction Bogie
- Electromechanical Gantries
- Active Cabin
- Building connection
- Ramps for People with Reduced Mobility
- Electric measurements

- **Photographic report**

In order to correctly check the maintenance program carried to the machine, it would be good to have the inspection reports of each of the maintenance tasks done during the year. This information should be provided to the engineer on site or previous to the annual inspection visit.

In this report all the necessary corrective works to be carried to make the SPBB fully operational will be identified.

2.2 ASSISTANCE 24/7

The 24/7 assistance service contract will allow Mobile Port to call at any time during the week (24h per day, 7 days per week), and an ADELTE global service engineer will respond and give the desired remote assistance in order to help solving an issue or making a diagnosis.

ADELTE will provide a cell phone number in order to benefit from remote assistance whenever it will be required, during 24h a day and 7 days a week. The cell phone number will be redirected to different experienced Electro-mechanical Engineers of ADELTE's Global Services department.

3 PRICE, TERMS AND CONDITIONS

3.1 PRICE FOR THE PREVENTIVE MAINTENANCE

The price for Supervision for Preventive Maintenance for one (1) year (2022) is:

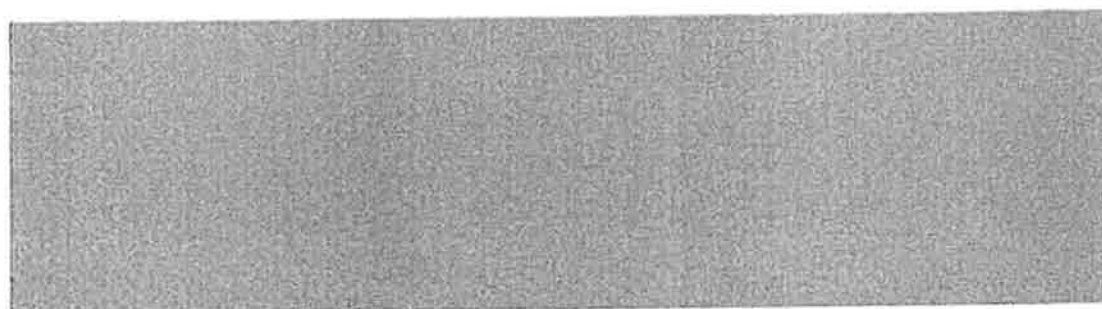
Above prices include the following:

- Labour costs for one (1) ADELTE Services Project Manager and one (1) ADELTE technician (for 2 annual visits). Due to ADELTE internal and safety regulations these visits should be performed by at least two workers.
- Travel hours and travel expenses for the ADELTE Service project manager.
- Business Registration Mobile, Alabama (2022)

Exhibit B – Checklist



CHECKING LIST



PREVENTIVE MAINTENANCE

MOBILE ALABAMA CRUISE TERMINAL
HYDRA MS1

www.adelte.com

**PREVENTIVE MAINTENANCE PROGRAM
PASSENGERS BOARDING BRIDGE****CLIENT DATA**

PLACE	MOBILE ALABAMA CRUISE TERMINAL
CLIENT	THE CITY OF MOBILE

EQUIPMENT DATA

EQUIPMENT	PASSENGER BOARDING BRIDGES.
MODEL	HYDRA
TYPE	MS1
SERIAL NUMBER	090301
YEAR MANUFACTURING	2009
DESIGNATION	HYDRA MS1

CHECKING DATA

TYPE	<input type="checkbox"/> MONTHLY <input type="checkbox"/> QUARTERLY <input checked="" type="checkbox"/> SEMIANNUAL <input type="checkbox"/> ANNUAL
DATE	MAY 8-10 2018
RESPONSIBLE	ALEX SIVILA
COMPANY	ADELTE
INTERVENTION NOTE	

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC. REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

1 INTRODUCTION**1.1 Purpose of the document**

The purpose of this document is to list all inspection points relating to preventive maintenance for passenger boarding bridges.



Do not make changes of the procedure, for any clarification or query, contact our technical department.

1.2 Instructions



The execution of the protocol by the maintenance company should be performed in the following way:

- 1st - Coordinate the start of the tests with the responsible of the installation.
- 2nd - Accomplish all tests in the checklist.
- 3rd - Give a checklist signed and stamped of each equipment to the responsible of the installation.

It should complete all those items listed in the program according the checking period and taking into account the following table:

INTERVENTION	1	3	6	12	MONTHS	TIME
Monthly						4
Quarterly						8
Semiannual						16
Annual						24
OTHER PERIODS						0

It should be written in the checkbox of each inspection point the status found after its completion and according to the following nomenclature:

-  : Tested and functioning correctly.
-  : Out of service.
- PD: Could not test or anomaly detected and not solved but does not affect the functionality.
- NA: Not apply at this intervention.
- NP: Not proceed to this equipment.

ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
DOC. REF.:	MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

1.3 Type of interventions

Certain inspection points are marked with a notation that determines the type of operation to be done according to the following table:

ID.	INTERVENCIÓN	PRODUCT	TOOL	NOTE
E1	Lubricate bearings.	TOTAL MULTIS COMPLEX EP2	Grease pump	
E2	Lubricate balls nut.	TOTAL CERAN AD PLUS	Grease pump	
E3	Lubricate ball screw.	TOTAL CERAN AD PLUS	Paintbrush	
E4	Lubricate indoor guide rails.	LUBRITERM AL	Spray	(1)
E5	Lubricate gears and chains	CRC GWIRELUB	Spray	
L1	Lubricate hinge drives.	WD-40	Spray	(1)
L2	Lubricate mechanical drive limit switch.	HIDROPELENTE CRC 3-36	Spray	(1)
S1	Replace gearbox oil.	ISO-220	-	(2)
S2	Replace hydraulic oil.	BIOVESTA HM-46	-	
P1	Paint repair.	HEMPADUR MASTIC	Roller	(2)
T1	Mechanic adjustments.	-	-	(2)
T2	Electric measurements.	-	Multimeter + Megger	
T3	Hydraulic measurements.	-	Pressure gauge	
x 2	Repeat 2 times the same point.	-	-	

(1) Do only if necessary after cleaning the dirt.

(2) Follow the manufacturer specifications described in the maintenance manual.

1.4 Sign criteria

The signs +/- that appear in some descriptions of the documentation should be understood as:

- a) Up (+ or P) / down (- or N) for elevation movements.
- b) Forward (+ or P) / backward (- or N) for approaching movements.
- c) Right (+ or P) / left (- or N) for lateral movements.

1.5 Health and safety at work

The following is a list of recommendations to follow in health and safety, during different maintenance tasks.

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
DOC.REF.:	MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	



Follow the specific safety plans in the workplace you are.

- ✓ Maintenance tasks must be done by trained and qualified technicians who meet the rules and regulations regarding health and safety.
- ✓ Follow all the instructions indicated in the operational and maintenance manual of the equipment.
- ✓ Caution when seeing these adhesives on the equipment.



- ✓ The equipment must be out of service during the development of maintenance intervention.
- ✓ In the maintenance of an element that can move and cause an operator trapping, or while working with an electrically powered element, it is necessary to disconnect the equipment power supply by switch off:
 - Equipment main protection.
 - Electrical conduction protection (busbar guide or cable reel)
 - Power generator isolator.
 - UPS protection.
- ✓ Use of individual protection such of helmets, masks, harnesses, gloves, etc according to the labor to be done such as:



Reflective vest.



Safety shoes.



Safety helmet.



Protective gloves according to the work to be done.



Goggles or protective screen according to the work to be done.



Safety harness for working at height (man-lift).

- ✓ Use of collective protections such of barriers, reflective signals, cable anchors, work platforms, fire extinguishers, etc according to the labors to be done and the number of workers on side.

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
DOC. REF.:	MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

2 PPS 001 - GENERAL

Test date: MAY 8-10 2018	Comments: Floor is broken. Canopy is broken.
-----------------------------	--

2.1 Outside zone

- P-1 General visual inspection of the outside.
- P-2 Check status of the paint and possible rust spots (repaint if necessary).
- P-3 Check status of roof cover, leaking and water stagnation.
- P-4 Check status of the tunnel shafts (rust and fixation).
- P-5 Check general status of the structure (plates adjustment).
- P-6 Check status of weld in the structural elements (joins).
- P-7 Check tightness of the bolts (1 bolt per plate if necessary and mark its position).
- P-8 Clean outside zone.

1	✓
3	✓
3	✓
3	✓
12	✓
12	✓
24	✓
24	✓

2.2 Inside zone

- P-9 General visual inspection of the inside.
- P-10 Check status of the joining bellows (fabric, seams y nylon guides).
- P-11 Check status of the glasses (fixations, deterioration of the sealing and joins).
- P-12 Check status of the flooring (detached areas and wear).
- P-13 Check status of the dropped ceiling (damages, unhung parts, and moisture signals).
- P-14 Check status of the handrails (loose parts, spots and rust).
- P-15 Check status of the hinges and the bolts tightness of the intermediate ramps.
- P-16 Check water inlets (signs of dried leaks).

1	✓
3	✓
3	✓
3	PD
3	✓
3	✓
3	✓
3	PD

Date: 19/06/2018

8/20

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
	DOC.REF.: MOBILE PREVENTIVE MAINTENANCE PROGRAM_20180508	

3 PPS 010 - ELECTRICAL CONDUCTION (BUSBAR)

Test date: MAY 8-10 2018	Comments: NP: This PBB is powered by electrical cord + receptacles. Both the electrical cord and the receptacles are in good condition and were operated successfully.
-----------------------------	---

**Risk of electric shock!**

The machine electric supply must be disconnected before start any electric maintenance work.

- P-17 General visual inspection.
- P-18 System operation test (minimum of ± 2 m).
- P-19 Check main protection adjustment ($I_{\text{NOMINAL}} = \dots$ A y $I_{\text{DIFFERENTIAL}} = \dots$ mA)
- P-20 Check possible rust spots.
- P-21 Check status of the trolley connection cable.
- P-22 Disconnect the busbar electric supply.
- P-23 Lubricate joints (springs).
- P-24 Remove one conduction section in order to extract the trolley.
- P-25 Check status of the copper contacts wear (see datasheet).
- P-26 Check status of the guide wheels wear (see datasheet).
- P-27 Check conduction bars (misalignments, external damages, supports and fixations).
- P-28 Check status of the expansion joints.
- P-29 Complete system operation test (without limitations in the path).
- P-30 Take measurements of the groove width in the conduction bars (see datasheet).
- P-31 Take electric measurements at the output terminals (steady voltage).
- P-32 Clean conduction bars using the cleaning trolley with brushes (in case necessary).

1	
3	
3	
3	
3	
6	
L2 6	
6	
6	
6	
12	
12	
12	
12	
12	
(1)	

- (1) The interval between interventions and the time intended for cleaning depends on type and length (meters) of the conduction installed at the port.

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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4 PPS 011 - ELECTRIC GENERATOR

Test date: MAY 8-10 2018	Comments: Battery DC charging is not working.
-----------------------------	--

- P-33 General visual inspection.
- P-34 Status of the informative posters and the visual signaling.
- P-35 Status of the door locks.
- P-36 System operation no-load test (absence of friction or abnormal noise).
- P-37 System operation with load test (all movements).
- P-38 Check ventilation and heating.
- P-39 Check operation of the control panel.
- P-40 Check correct battery DC charging (isolate main power supply).
- P-41 Check operation of the emergency buttons (reset the emergency line).
- P-42 Check status of the paint and possible rust spots (repaint if necessary).
- P-43 Check status of the belt (tight and alignment).
- P-44 Check status of the bearings.
- P-45 Check status of the fixations (silent blocks).
- P-46 Check waterproofing (sealing).
- P-47 Check electrical cabinet of the equipment.
- P-48 Take electric measurements at output terminals, gauges and meters at control panel.
- P-49 Check liquids level or replace if necessary (water, oil and refrigerant).
- P-50 Clean filters or replace if necessary (air, oil, and diesel).
- P-51 Lubricate articulations (hinges).
- P-52 Check exhausts connections (tight if necessary).
- P-53 Check electrical connections (tight if necessary).
- P-54 Clean all battery cap vents.
- P-55 Clean inside of the equipment.

1	✓
1	✓
1	✓
1	✓
3	✓
3	✓
3	✓
3	✗
x 2 3	PD
3	✓
3	NA
3	NA
3	NA
3	NA
6	NA
6	NA
6	✓
6	NA
6	NA
12	NA
12	NA
12	NA
12	NA

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5 PPS 020 - ELECTRIC CABINETS AND BOXES

Test date: MAY 8-10 2018	Comments: Some labels are erased by sun. Thermostat doesn't rotate. Dirty cabinets with random stuff. Dirty filters.
-----------------------------	--

	A01A	A01B
P-56 General visual inspection.	1 ✓	1 ✓
P-57 Status of the informative posters and the visual signaling.	1 ✗	1 ✗
P-58 Status of the technical drawings inside the cabinet.	1 ✓	1 ✓
P-59 Status of the door locks.	1 ✓	1 ✓
P-60 Check operation of the internal lighting.	3 ✓	3 ✓
P-61 Check operation of the socket.	3 ✓	3 ✓
P-62 Check operation of the fan thermostat adjusted at 25°C.	3 ✓	3 ✗
P-63 Check operation of the heater thermostat adjusted at 5°C.	3 ✓	3 ✓
P-64 Check adjustment and tripping out of the differential protection.	3 ✓	3 ✓
P-65 Clean inside of the cabinet (vacuum).	3 ✓	3 ✓
P-66 Clean filters or replace if necessary.	3 ✗	3 ✗
P-67 Check waterproofing (sealing).	3 ✓	3 ✓
P-68 Lubricate articulations (hinges).	6 ✓	6 ✓
P-69 Check fixations.	6 ✓	6 ✓
P-70 Check wiring and equipment labels (without any modification).	12 ✓	12 ✓
P-71 Check hearth connection.	12 ✓	12 ✓
P-72 Check electric protections and relays.	12 ✓	12 ✓
P-73 Check correct connection (tighten terminal).	12 ✓	12 ✓
P-74 Take thermographic measurements (without hot spots at working T°).	12 ✓	12 ✓
P-75 Check all electric connection boxes (tighten terminal, sealing and cable labels).	3 ✓	3 ✓

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6 PPS 030 - CONTROL PANEL

Test date: MAY 8-10 2018	Comments: Some of the buttons labels are becoming difficult to read. Will be monitoring and they may need to be replaced.
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- P-76 General visual inspection.
- P-77 Status of the informative posters and the visual signaling.
- P-78 Check operation of the HMI, keys, pushbuttons, selectors, pilot lights and buzzer.
- P-79 Check operation of the remote control RC.
- P-80 Check operation of the moving lights.
- P-81 Check operation of the external acoustic signaling.
- P-82 Check operation of the emergency buttons (reset the emergency line).
- P-83 Operation test with guided movements from the HMI.
- P-84 Check operation of the bypass key for the safety limit switches.
- P-85 Check historical of messages and alarms.
- P-86 Check maintenance hour counter (reset).
- P-87 Check software version installed.
- P-88 Clean panel.

1	✓
1	✓
1	✓
1	✓
1	✓
1	✓
x 2 1	✓
3	✓
3	✓
3	✓
3	✓
6	✓
12	✓

/// ADELTE	CHECKLIST PREVENTIVE MAINTENANCE	SEAPORTS
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7 PPS 090 - GENERAL SERVICES

Test date: MAY 8-10 2018	Comments: ACs are too small to cool all. Need bigger ones.
-----------------------------	---

P-89 General visual inspection.	1 
P-90 Check operation of the internal lighting.	1 
P-91 Check operation of the emergency lighting.	1 
P-92 Check operation of the external lighting.	1 
P-93 Check operation of the service ladder lighting.	1 NP
P-94 Check operation of the internal light switch.	1 
P-95 Check operation of the external light switch.	1 NP
P-96 Check operation of the service ladder light switch.	1 NP
P-97 Check operation of the motion sensors.	3 NP
P-98 Check operation of the dusk sensor.	3 NP
P-99 Check internal socket voltage.	3 
P-100 Check external socket voltage.	3 NP
P-101 Check status of the CCTV (support, housing, wires, glass cleaning, heater)	3 NP
P-102 Check operation of the CCTV (monitor shows sharp image).	3 NP
P-103 Check operation PA system (green emergency pushbutton)	3 NP

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8 PPS 095 - AC SYSTEM ROOFTOP

Test date: MAY 8-10 2018	Comments: Dirty filters.
-----------------------------	-----------------------------

P-104	General visual inspection.	1	✓
P-105	Operation test of cold (absence of friction or abnormal noise).	1	✓
P-106	Operation test of heat (absence of friction or abnormal noise).	1	✓
P-107	Status of the informative posters and the visual signalling.	3	✓
P-108	Check operation of the control panel (thermostat).	3	✓
P-109	Check operation of the emergency buttons (reset the emergency line).	x 2 3	✓
P-110	Check fixations of the compressor and fans.	3	✓
P-111	Clean filters or replace if necessary.	3	X
P-112	Clean condensates plate and check status of the pump.	3	✓
P-113	Lubricate articulations (hinges).	3	NP
P-114	Check status of the belt (tight and alignment).	3	NP
P-115	Check status of the fan blades.	3	✓
P-116	Check status of the condenser coils and evaporators (dirt and rust).	3	✓
P-117	Check status of the internal ducts and impulsion/aspiration grids (without inside noise).	3	✓
P-118	Check status of the fixations (silent blocks).	3	✓
P-119	Check status of the thermal insulation.	3	✓
P-120	Check waterproofing (sealing).	3	✓
P-121	Check external connections impulsion/aspiration (without air leak).	3	✓
P-122	Check status of the paint and possible rust spots (repaint if necessary).	3	✓
P-123	Check operation of the condensation drain.	6	✓
P-124	Check electrical cabinet of the equipment (protections, terminals and dirt).	6	✓
P-125	Take measurements of the external conditions (temperature and humidity).	6	NA
P-126	Take measurements of the air flow (impulsion/aspiration at different points).	6	NA
P-127	Take measurements of the temperature (impulsion/aspiration at different points).	6	NA
P-128	Clean condenser coils and evaporators.	12	NA

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9 PPS 110 - TRACTION BOGIE

Test date: MAY 8-10 2018	Comments: Some bumpers are broken.
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P-129	General visual inspection.	1	✓
P-130	Status of the informative posters and the visual signaling.	1	✓
P-131	System operation test (absence of friction or abnormal noise).	1	✓
P-132	Operation test of the sensors and operational limit switches.	3	NP
P-133	Operation test of the sensors and security limit switches.	3	NP
P-134	Check motor and gearbox (oil breather and signs of leaking).	3	✓
P-135	Check operation of the motor brake.	3	✓
P-136	Check status of the tires and bumpers.	3	✓
P-137	Check status of the outriggers.	3	✓
P-138	Check status of the rails.	3	NP
P-139	Remove previously lubricant excess and clean dirt (if necessary).	3	✓
P-140	Lubricate rotation crown bearing.	E1 3	✓
P-141	Lubricate tilting shafts (introduce oil between shaft and spile).	L1 3	✓
P-142	Lubricate mechanical parts of the limit switches.	L2 6	NP
P-143	Check motor connection box (sealing, rust, cable glands and terminals).	L2 6	✓
P-144	Lubricate outriggers.	S1 6	NA
P-145	Reach operational limit switches (+) and (-) check movement is stopped.	x 2 6	NP
P-146	Reach security limit switches (+) and (-) check the emergency line is tripped (reset).	x 2 6	NP
P-147	Check level and quality of the gearboxes oil.	12	✓
P-148	Check brake linings wear and gauge (annotate the measurement).	T1 12	NA
P-149	Check inverters parameters.	12	NA
P-150	Take electric measurements (see corresponding chapter).	T2 12	NA
P-151	Check tightness of the wheels bolts (1 bolt per plate if necessary and mark its position).	24	NA
P-152	Replace gearboxes oil.	S1 24	NA

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10 PPS 210 - ELECTROMECHANICAL GANTRY 1

Test date: MAY 8-10 2018	Comments: Cables are to wavy.
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P-153 General visual inspection.

P-154 System operation test (absence of friction or abnormal noise).

P-155 Operation test of the sensors and operational limit switches.

P-156 Operation test of the sensors and security limit switches.

P-157 Check guide elements (nylon pads alignment and wear).

P-158 Check motor and gearbox (oil breather and signs of leaking).

P-159 Check operation of the motor brake.

P-160 Check drive shaft (fixation of the coupling and vibrations).

P-161 Check status of the cable drag chain.

P-162 Remove previously lubricant excess and clean dirt (if necessary).

P-163 Lubricate upper bearing of the ballscrew.

P-164 Lubricate bearing situated at the ballscrew coupling shaft with gearbox.

P-165 Lubricate the ballscrew coupling (top/bottom).

P-166 Lubricate balls nut.

P-167 Lubricate mechanical parts of the limit switches.

P-168 Check motor connection box (sealing, rust, cable glands and terminals).

P-169 Reach operational limit switches (+) and (-) check movement is stopped.

P-170 Reach security limit switches (+) and (-) check the emergency line is tripped (reset).

P-171 Lubricate nylon pads at the interior faces of the gantry columns (move along the stroke).

P-172 Lubricate ballscrew removing the old grease and checking the bites at rolling track.

P-173 Check level and quality of the gearboxes oil.

P-174 Check brake linings wear and gauge (annotate the measurement).

P-175 Disconnect QFM2xA y QFM2xB protections, and force KM2xP and KM2xA to check the brakes open and the gantry goes down by its own weight (connect protections).

P-176 Take electric measurements (see corresponding chapter).

P-177 Replace gearboxes oil.

	1	▼
	1	▼
	3	▼
	3	▼
	3	▼
	3	▼
	3	▼
	3	▼
	3	✗
	3	▼
E1	3	▼
E1	3	▼
E1	3	▼
E2	3	▼
L2	6	▼
L2	6	▼
x 2	6	▼
x 2	6	▼
E4	6	▼
E3	12	NA
	12	NA
T1	12	NA
	12	NA
T2	12	▼
S1	24	NA

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11 PPS 220 - ELECTROMECHANICAL GANTRY 2

Test date: MAY 8-10 2018	Comments:
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P-178	General visual inspection.	1	▼
P-179	System operation test (absence of friction or abnormal noise).	1	▼
P-180	Operation test of the sensors and operational limit switches.	3	▼
P-181	Operation test of the sensors and security limit switches.	3	▼
P-182	Check guide elements (nylon pads alignment and wear).	3	▼
P-183	Check motor and gearbox (oil breather and signs of leaking).	3	▼
P-184	Check operation of the motor brake.	3	▼
P-185	Check drive shaft (fixation of the coupling and vibrations)	3	▼
P-186	Check status of the cable drag chain.	3	▼
P-187	Remove previously lubricant excess and clean dirt (if necessary).	3	▼
P-188	Lubricate upper bearing of the ballscrew.	E1 3	▼
P-189	Lubricate bearing situated at the ballscrew coupling shaft with gearbox.	E1 3	▼
P-190	Lubricate the ballscrew coupling (top/bottom).	E1 3	▼
P-191	Lubricate balls nut.	E2 3	▼
P-192	Lubricate mechanical parts of the limit switches.	L2 6	▼
P-193	Check motor connection box (sealing, rust, cable glands and terminals).	L2 6	▼
P-194	Reach operational limit switches (+) and (-) check movement is stopped.	x 2 6	▼
P-195	Reach security limit switches (+) and (-) check the emergency line is tripped (reset).	x 2 6	▼
P-196	Lubricate nylon pads at the interior faces of the gantry columns (move along the stroke).	E4 6	▼
P-197	Lubricate ballscrew removing the old grease and checking the bites at rolling track.	E3 12	NA
P-198	Check level and quality of the gearboxes oil.	12	NA
P-199	Check brake linings wear and gauge (annotate the measurement).	T1 12	NA
P-200	Disconnect QFM2xA y QFM2xB protections, and force KM2xP and KM2xA to check the brakes open and the gantry goes down by its own weight (connect protections).	12	NA
P-201	Take electric measurements (see corresponding chapter).	T2 12	▼

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P-202 Replace gearboxes oil.

S1	24	NA
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12 PPS 300 - ACTIVE CABIN

Test date: MAY 8-10 2018	Comments:
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P-203 General visual inspection.

P-204 Status of the Informative posters and the visual signaling.

P-205 System operation test (absence of friction or abnormal noise).

P-206 Operation test of the sensors and operational limit switches.

P-207 Operation test of the undocking system (door, electromagnet and beacon).

P-208 Check hydraulic installation (see corresponding chapter).

P-209 Reach operational limit switches (+) and (-) check movement is stopped.

P-210 Check guide elements (alignment and wear).

P-211 Check tightness of the bolts shafts (if necessary).

P-212 Check motor and gearbox (oil breather and signs of leaking).

P-213 Check operation of the motor brake.

P-214 Check status of the chain at extension bodies (tight and alignment).

P-215 Check status of the cable drag chain.

P-216 Check status of the brushes and rubber seals.

P-217 Check polycarbonate cover (leaks and water stagnation).

P-218 Remove previously lubricant excess and clean dirt (if necessary).

P-219 Lubricate bearings at extension bodies.

P-220 Lubricate articulation joints at hydraulic cylinders.

P-221 Lubricate traction group at extension bodies (chain and sprockets).

P-222 Lubricate rollers at docking ramp.

P-223 Lubricate rotation shaft at docking ramp (introduce oil between shaft and spile).

P-224 Lubricate shafts between fix and tilting bodies (Introduce oil between shaft and spile).

P-225 Lubricate shafts at hydraulic cylinders (introduce oil between shaft and spile).

1	▼
1	▼
1	▼
1	▼
1	NP
1	▼
x 2	3
3	▼
3	▼
3	NP
3	NP
3	▼
3	▼
3	▼
3	▼
3	▼
E1	3
E1	3
E5	3
3	▼
3	▼
3	▼
3	▼

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- P-226 Lubricate hinges and springs at docking doors.
- P-227 Lubricate shock absorbers at docking canopy.
- P-228 Lubricate mechanical parts of the limit switches.
- P-229 Check motor connection box (sealing, rust, cable glands and terminals).
- P-230 Lubricate guide channels at extension bodies (move along the stroke).
- P-231 Lubricate guide channels at docking canopy (move along the stroke).
- P-232 Check level and quality of the gearboxes oil.
- P-233 Check brake linings wear and gauge (annotate the measurement).
- P-234 Check motor starter adjustments (annotate the measurement).
- P-235 Take electric measurements (see corresponding chapter).
- P-236 Take hydraulic measurements (see corresponding chapter).
- P-237 Replace gearboxes oil.

	3	✓
	3	✓
L2	6	✓
L2	6	✓
E4	6	✓
E4	6	✓
	12	NA
T1	12	NA
	12	NA
T2	12	✓
T3	12	NA
S1	24	NA

13 PPS 500 - BUILDING CONNECTION

Test date: MAY 8-10 2018	Comments: The South mechanical actuator of the building ramp was not working. It is repaired. We recommend to never leaving it in an extreme position but in an intermediate position so the first movement can be both up or down.
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- P-238 General visual inspection.
- P-239 System operation test (absence of friction or abnormal noise).
- P-240 Operation test of the sensors and operational limit switches.
- P-241 Reach operational limit switches (+) and (-) check movement is stopped.
- P-242 Check guide elements (alignment and wear).
- P-243 Check motor and gearbox (oil breather and signs of leaking).
- P-244 Check operation of the motor brake.
- P-245 Check status of the couplings (fixation and vibration)
- P-246 Check status of the building contact rubbers.
- P-247 Remove previously lubricant excess and clean dirt (if necessary).
- P-248 Lubricate bearings at extension bodies.
- P-249 Lubricate articulation joints at linear actuators.

	1	✓
	1	✓
	1	✓
x 2	3	✓
	3	✓
	3	✓
	3	✓
	3	✓
	3	✓
	3	✓
E1	3	✓
E1	3	✓

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- P-250 Lubricate shafts at tilting ramp (introduce oil between shaft and spile).
- P-251 Lubricate shafts at linear actuators.
- P-252 Lubricate hinges and joints at service door.
- P-253 Lubricate access handrail joints.
- P-254 Check motor connection box (sealing, rust, cable glands and terminals).
- P-255 Lubricate guide channels at extension bodies (move along the stroke).
- P-256 Check level and quality of the gearboxes oil.
- P-257 Check brake linings wear and gauge (annotate the measurement).
- P-258 Take electric measurements (see corresponding chapter).
- P-259 Replace gearboxes oil.

L1	3	✓
L1	3	✓
L1	3	✓
L1	3	✓
L2	6	✓
E3	6	✓
	12	NA
T1	12	NA
T2	12	✓
S1	24	NA

14 PPS 600 - HYDRAULIC INSTALLATION

Test date: MAY 8-10 2018	Comments:
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- P-260 General visual inspection.
- P-261 Status of the informative posters and the visual signaling.
- P-262 Status of the technical drawings inside the cabinet.
- P-263 Status of the door locks.
- P-264 System operation test (absence of friction or abnormal noise).
- P-265 Emergency system operation test (manual pump).
- P-266 Check status of the valve caps and adjustments bolts fastened.
- P-267 Check status of the pipes, hoses, fittings (rust, leaks and cracks).
- P-268 Check status of the cylinder rod coating (biting).
- P-269 Check status of the fixations (silent blocks).
- P-270 Check operation of the internal lighting.
- P-271 Check oil level (minimum retraction and maximum extension).
- P-272 Lubricate articulations (hinges).
- P-273 Check cylinders have air inside and purge if necessary (movement without damping).

1	✓
1	✓
1	✓
1	✓
1	✓
1	✓
3	✓
3	✓
3	✓
3	✓
3	✓
3	✓
6	✓
6	✓

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- P-274 Check cylinders internal leakage (no displacement while the rod is stopped).
- P-275 Check precharge pressure in gas accumulators and recharge if necessary.
- P-276 Clean filters or replace if necessary (suction and return).
- P-277 Check hose and valve labels (without any modification).
- P-278 Check wiring and equipment labels (without any modification).
- P-279 Check tightness of the pipe fastenings.
- P-280 Take thermographic measurements (absence of hot spots at working temperature).
- P-281 Take electric measurements (see corresponding chapter).
- P-282 Take hydraulic measurements (see corresponding chapter).
- P-283 Replace gearboxes oil or take sample and analyze.

6	▼
6	NP
12	▼
12	▼
12	▼
12	▼
12	NA
T2	12 NA
T3	12 NA
S2	24 NA

15 PPS 800 - HANDICAPPED RAMPS

Test date: MAY 8-10 2018	Comments:
-----------------------------	-----------

- P-284 General visual inspection.
- P-285 System operation test (absence of friction or abnormal noise).
- P-286 Operation test of the inclinometer.
- P-287 Operation test of the sensors and internal limit switches.
- P-288 Check guiding elements
- P-289 Check motor connection box (sealing, rust, cable glands and terminals).
- P-290 Remove previously lubricant excess and clean dirt (if necessary).
- P-291 Lubricate articulation joints at linear actuators.
- P-292 Lubricate shafts at tilting ramp (introduce oil between shaft and spile).
- P-293 Lubricate shafts at linear actuators.

1	▼
1	▼
1	▼
1	▼
3	▼
3	▼
3	▼
3	▼
3	▼
3	▼

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16 PPS 900 - ELECTRIC MEASUREMENTS

Test date: MAY 8-10 2018	Comments:
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**Risk of electric shock!**

The machine electric supply must be disconnected before start any electric maintenance work.

- ✓ Take the following measurements on each electric motor and once the other motor checking is complete.
- ✓ At motors controlled by inverter take the consumer data directly on the drive, and for the rest use ampere clamp.

Measurement tool data.

Tool: Megger Tester	Measurement: Insulation Resistance	Unit scale: 2200 MΩ Ω	Probe voltage: 1000 Vdc
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16.1 Current and voltage table

POS	Motor data	Voltage measurement V						
		Motor rotate (+) direction			Motor rotate (-) direction			Brake Red
		U ₁	V ₁	W ₁	U ₁	V ₁	W ₁	
1	M21A	11.9	11.5	11	8.3	8.5	8.7	
2	M21B	10.1	10.5	10.7	8.5	8.3	8.6	
3	M22A	6.5	7	6.8	4.7	5	5.2	
4	M22B	6	5.9	6.3	4.4	4.8	5	
5	M61A							
6	M33							
7	M52							
8	M53							
9								
10								

END OF SECTION

BID FORM

The following Bid Format shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633-1827

REF: PROJECT NAME: GANGWAY PREVENTATIVE MAINTENANCE & INSPECTIONS - TECHNICIANS

PROJECT LOCATION: MOBILE, ALABAMA CRUISE TERMINAL

PROJECT NO.: SC-022-22

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Building Services Department and dated April 26, 2022; and all Addenda (before submitting any bid it is the Bidder's responsibility to check with the Building Services Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder,

COMPANY NAME: ROBERT J. BAGGETT, INC.

ADDRESS: 759 HOLCOMBE AVE., MOBILE, AL 36606 **PHONE:** 251-473-3290

CITY OF MOBILE BUSINESS LICENSE NUMBER: 36051

SECRETARY OF STATE OF ALABAMA ACCOUNT NUMBER: _____

(Note: The Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) ☒ (A Corporation)
☐ (A Partnership)
☐ (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) I," (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B). On the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below.

The Work shall commence on the date of written Notice to Proceed, issued by the Owner. The

initial term of the Contract shall extend for one (1) year from the date of the Notice to Proceed with the option to renew for two (2) additional one-year terms, by notifying the Service Contractor not less than Sixty (60) days prior to the expiration date of the preceding term.

Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional Work as required for a complete, functional project. Service Contractor shall provide an itemized proposal including same for all Work.

- A. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the City, in writing, prior to ordering materials or undertaking work.
- B. Service Contractor's charges for overhead and profit are limited to 10% of labor, materials and equipment costs on subcontractor's work; and 15% on work of his own forces.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the City in the form of a Change Order.

BASE BID

Quotes shall include all applicable sales and use taxes and shall be provided in whole dollar amount with no cents.

Year 1 – Initial Term:	\$ 26,720.00
Contingency Allowance:	\$ 20,000.00
Total Year 1:	\$ 46,720.00
Year 2 - 1 st Additional Term:	\$ 28,176.00
Contingency Allowance:	\$ 20,000.00
Total Year 2:	\$ 48,176.00
Year 3 - 2 nd Additional Term:	\$ 29,140.00
Contingency Allowance:	\$ 20,000.00
Total Year 3:	\$ 49,140.00

Total Bid Amount (Year 1, 2, and 3 Total): One Hundred Forty Four Thousand
 (Amount in Words)
Thirty Six & 00/100 Dollars (\$ 144,036.00)
 (Amount in #'s)

SCHEDULE OF VALUES:

Year 1 – Initial Term:	November (Adelte Visit) 2022	\$ 6,680.00
	February 2023	\$ 6,680.00
	May 2023 (Adelte Visit)	\$ 6,680.00
	August 2023	\$ 6,680.00

Year 2 - 1 st Additional Term:	November (Adelte Visit) 2023	\$ 7,044	.00
	February 2024	\$ 7,044	.00
	May 2024 (Adelte Visit)	\$ 7,044	.00
	August 2024	\$ 7,044	.00
Year 3 - 2 nd Additional Term:	November (Adelte Visit) 2024	\$ 7,285	.00
	February 2025	\$ 7,285	.00
	May 2025 (Adelte Visit)	\$ 7,285	.00
	August 2025	\$ 7,285	.00

HOURLY RATES: For work performed outside the basic scope of services (Base Quote), the following total rates shall apply.

A. Regular time:	Mechanical Technician Rate	\$ 87.50	per hour.
	Technician Assistant Rate	\$ 75.00	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 58.70	per hour.
	Hydraulic Technician Rate	\$ 98.75	per hour.
	Technician Assistant Rate	\$ 89.40	per hour.

(7a.m. to 5p.m., Monday-Friday)

B. Overtime	Mechanical Technician Rate	\$ 117.50	per hour.
	Technician Assistant Rate	\$ 102.50	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 77.85	per hour.
	Hydraulic Technician Rate	\$ 142.40	per hour.
	Technician Assistant Rate	\$ 123.50	per hour.

(5p.m. to 7a.m., Monday-Friday and weekends)

C. Holiday Overtime	Mechanical Technician Rate	\$ 175.00	per hour.
	Technician Assistant Rate	\$ 150.00	per hour.
	Electrical Technician Rate	\$ 160.00	per hour.
	Technician Assistant Rate	\$ 117.40	per hour.
	Hydraulic Technician Rate	\$ 142.40	per hour.
	Technician Assistant Rate	\$ 123.50	per hour.

(City Approved Holidays);

Response Times: Cruise Days – no greater than One (1) hour from initial contact; Non-Cruise Days – no greater than Four (4) hours from initial contact.

The City of Mobile reserves the rights to add, remove and modify services, as needed during the term of this Agreement.

1. BID INCLUDES:

Addendum Number 1, Dated 5-12-22

Addendum Number 2, Dated 5-16-22

Addendum Number n/a, Dated n/a

2. BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, payable to the City of Mobile, in the amount of 5 % of the bid amount, but in no event more than \$10,000 as is the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract and to furnish Surety Bonds (if required). Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

3. NON-DISCRIMINATION: The undersigned bidder certifies he/she will comply with Federal, State and local laws concerning discrimination including Section 14.1, Code of the City of Mobile, adopted December 10, 1991.

4. REFERENCES: Please list a minimum of three (3) professional references, contact information, type of work performed, and date(s) performed. You may add additional references on a separate sheet, if needed.

A. Reference #1:

Company Name: CITY OF MOBILE, ALABAMA - CRUISE TERMINAL

Company Address: MOBILE, AL

Telephone: 251-208-7663 Email: indy.klotz@cityofmobile.org

Type of Work: MAINTENANCE & CONSTRUCTION

Date(s): 10+ YEARS

B. Reference #2:

Company Name: KIMBERLY CLARK CORPORATION

Company Address: MOBILE, AL

Telephone: 251-605-1657 Email: dcalder@kcc.com

Type of Work: PLANT MAINTENANCE & EXPANSIONS

Date(s): 40+ YEARS

C. Reference #3:

Company Name: HII INGALLS SHIPYARD

Company Address: PASCAGOULS, MS

Telephone: 228-935-7554 Email: Harold.Catchot@hii-ingalls.com

Type of Work: YARD EXPANSIONS & PLANT MAINTENANCE

Date(s): 40+ YEARS

5. **SIGNATURE:** If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any. Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out. Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification.

COMPANY NAME:

ROB'T J. BAGGETT, INC.

BY: (Signature)
(Signature of Company Officer)COMPANY OFFICER: CHARLES D. DICKS, JR.
(Typed)TITLE PRESIDENT
(Typed)DATE MAY 18TH, 2022Sworn to and subscribed before me this 18TH day of MAY 2022(Signature)
Notary Public

Linda Marie Tillman
Notary Public
Alabama State At Large
Comm. Exp. 6/18/2023

END OF SECTION



OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

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

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on Form 2 will render your bid or proposal as non-responsible. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.



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

Contact Office of Supplier Diversity for
questions on completing this form.
Via email: Archtnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	ROB'T J. BAGGETT, INC.
Address	759 HOLCOMBE AVE MOBILE, AL 36606
Telephone	251-473-3290
E-Mail	KRISTINA@RJBAGGETT.COM

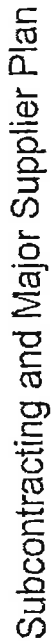
RFP/RFQ Solicitation Number	SC-022-22
Project Description	GANGWAY PREVENTATIVE MAINTENANCE AND INSPECTIONS
Is your company a DBE company?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Work force demographics	Male <input type="checkbox"/> Female <input type="checkbox"/> Minority <input type="checkbox"/> Non-minority <input type="checkbox"/> Vets <input type="checkbox"/>
Total # of Employees <input type="text"/>	

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CHARLES D. DISNEY, JR.
Signature: Date: 5-18-22
Title: PRESIDENT

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

Name: KRISTINA NUNNALLY Title: DOCUMENT CONTROL
E-mail: KRISTINA@RJBAGGETT.COM Phone: 251-366-4683



Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

REP/RFP/Bid # _____ SC-022-22 Your Bid/Proposal Amount \$ _____

Date: _____ 5 / 18 / 22

Description	Service Contract - Gangway Preventative Maintenance & Inspections
	ROB'T J. BAGGETT, INC.

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

[illegible]



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

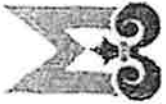
Form 2: Good Faith Effort Documentation

Name of Bidder: ROB'T J. BAGGETT, INC.

Contact Person: CHARLES D. DICKS, JR. Phone 251-473-3290 Email KRISTINA@RJBAGGETT.COM

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

YES <input type="checkbox"/>	NO <input type="checkbox"/>	Did you do these suggested areas for DBE recruitment and engagement
X		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		GMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE's
	N/A	SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	N/A	FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	N/A	ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	N/A	INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities on the City of Mobile Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	N/A	GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.



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

	N / A	INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	N / A	WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	N / A	COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	N / A	CONTRACT RECORDS: The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

X There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

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

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

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

Suggestions or comments to improve this program.



Alabama Secretary of State



Rob't J. Baggett, Incorporated	
Entity ID Number	000 - 042 - 744
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	08/04/1976
Registered Agent Name	C T CORPORATION SYSTEM
Registered Office Street Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Registered Office Mailing Address	2 NORTH JACKSON STREET SUITE 605 MONTGOMERY, AL 36104
Nature of Business	---
Capital Authorized	\$25,000
Capital Paid In	\$5,000
Incorporators	
Incorporator Name	BAGGETT, ROBERT J JR
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DICKS, C DEVON
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	STORER, E E
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
<p>Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.</p>	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	03/15/1982
Registered Agent Changed From	* Added
Transaction Date	10/28/1999

Rob't J. Baggett, Incorporated	
Registered Agent Changed From	BAGGETT, ROBERT J JR SUITE 204 2 OFFICE PARK MOBILE, AL 36609
Transaction Date	10/06/2014
Agent Mailing Address Changed From	* Added
Transaction Date	10/06/2014
Registered Agent Changed From	DICKS, C DEVON 2 OFFICE PARK STE 204 MOBILE, AL 36609
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/28/1999 Registered Agent Change 1 pg.
Document Date / Type / Pages	10/06/2014 Registered Agent Change 2 pgs.

New Search

Company ID Number: 133278

Approved by:

Employer Robt. J. Baggett Inc.	
Name (Please Type or Print) Charles D Dicks	Title
Signature Electronically Signed	Date 07/01/2008
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 07/01/2008

Company ID Number: 133278

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Robt. J. Baggett Inc.
Company Facility Address	759 Holcombe Ave Mobile, AL 36606
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	630711622
North American Industry Classification Systems Code	237
Parent Company	Robt. J. Baggett Inc.
Number of Employees	100 to 499
Number of Sites Verified for	1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2022

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

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

PRODUCER McGriff Insurance Services, Inc. P.O. Box 10265 Birmingham, AL 35202	CONTACT NAME: Martha Lee Hawkins		
	PHONE (A/C, No, Ext): 800-476-2211	FAX (A/C, No):	
	E-MAIL ADDRESS: mhawkins@mcgriff.com		
INSURED Rob't J. Baggett, Inc. C & B Real Property, LLC 759 Holcombe Avenue Mobile, AL 36606	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A :LM Insurance Corp		
	INSURER B :Liberty Insurance Corporation		42404
	INSURER C :The First Liberty Insurance Corporation		33588
	INSURER D :Starr Indemnity & Liability Company		38318
	INSURER E :		
INSURER F :			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Limited Job Site Pollution <input checked="" type="checkbox"/> Boat Liability/Marine Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			TB5-Z51-291805-041	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Total Agg Lmt-All Proj/Loc \$ 25,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-Z51-291805-011	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			1000587178211	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			WC2-Z51-291805-021 Includes USL&H for AL, LA, MS	06/30/2021	06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$ \$ \$

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

Project Name: Gangway Preventative Maintenance and Inspections - Technicians
Project Location: Mobile, Alabama Cruise Terminal, 201 South Water Street, Mobile, AL 36602
Project Number: SC-022-22

City of Mobile is Additional Insured on a primary and non-contributory basis with respects to General Liability and Automobile Liability as required by written contract. In the event of cancellation by the insurance company(ies) the policy(ies) has been endorsed to provide 30 days Notice of Cancellation (except for non payment) to the certificate holder shown below. A Waiver of Subrogation is included where permissible by law by the General Liability, Automobile Liability, Workers' Compensation & Employers Liability, and Excess/Umbrella Liability policies in favor of the City of Mobile as required per written contract.

CERTIFICATE HOLDER

City of Mobile
205 Government Street
P.O. Box 1827
Mobile, AL 36633

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Policy Number TBS-Z51-291805-048
Issued by LM Insurance Corporation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IN REM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to the insurance afforded by this policy, we agree that a claim or "suit" brought against any vessel you own or lease will be considered to be a claim or "suit" against you.

ALTERNATE EMPLOYER ENDORSEMENT

This endorsement applies only with respect to bodily injury to your employees while in the course of special or temporary employment by the alternate employer in the state named in Item 2 of the Schedule. Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) will apply as though the alternate employer is insured. If an entry is shown in Item 3 of the Schedule the insurance afforded by this endorsement applies only to work you perform under the contract or at the project named in the Schedule.

Under Part One (Workers Compensation Insurance) we will reimburse the alternate employer for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

The insurance afforded by this endorsement is not intended to satisfy the alternate employer's duty to secure its obligations under the workers compensation law. We will not file evidence of this insurance on behalf of the alternate employer with any government agency.

We will not ask any other insurer of the alternate employer to share with us a loss covered by this endorsement.

Premium will be charged for your employees while in the course of special or temporary employment by the alternate employer.

The policy may be canceled according to its terms without sending notice to the alternate employer.

Part Four (Your Duties If Injury Occurs) applies to you and the alternate employer. The alternate employer will recognize our right to defend under Parts One and Two and our right to inspect under Part Six.

Schedule

1. Alternate Employer

Address

Any and all work requiring this coverage
if the requirement was agreed in writing
prior to event of an accident occurring
during the policy period and occurring
within the policy coverage territory

2. State of Special or Temporary Employment

If any

3. Contract or Project

As required by written contract.

Issued by Liberty Mutual Fire Insurance Company 16586

For attachment to Policy No. WC2-Z51-291805-028

Effective Date

Premium \$

Issued to Rob't J Baggett Inc



Addendum No. 1

To: Registered Planholders

From: Gregg Blaize, Director of Facility Maintenance
City of Mobile, Architectural Engineering Department

Date: May 12, 2022

Project: Service Contract-Mobile, Alabama Cruise Terminal SPBB Preventative
Maintenance & Repairs Technicians
Project Number SC-022-22

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 26, 2022. Acknowledge the receipt of this Addendum No. 1 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. The Mandatory Pre-Bid Conference Agenda ***with Modifications*** and Pre-Bid Conference Attendance Roster, dated May 11, 2022 are attached and form part of Addendum No.1.

Revisions:

Item 1. The Bid due date is changed from 2:00 P.M., Wednesday, May 25, 2022 ***to 2:00 P.M., Wednesday May 18, 2022***

END OF ADDENDUM No. 1

**SERVICE CONTRACT-MOBILE, ALABAMA CRUISE TERMINAL SPBB PREVENTATIVE
MAINTENANCE & REPAIRS TECHNICIANS
Project No. SC-022-22
MANDATORY PRE-BID CONFERENCE
10:00 AM MAY 11, 2022**

AGENDA *with Modifications*

1. Attendance roster. Include an email address where any Addenda should be sent. Please write legibly.
2. Objective of conference is to introduce Project Manager and Owner Contacts and receive questions.
3. Discussion of Scope of Work.

The Service Contractor shall furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in providing technical support and assistance to perform preventative maintenance and inspections on the Adelte Technologies gangway located at the Mobile, Alabama Cruise Terminal, as described in Section 01000, Scope of Work, and per "Proposal for Preventive Maintenance Program #BDP1806221, for the ADELTE Seaport Passenger Boarding Bridge (SPBB) I" (Exhibit A) and "Maintenance Checklist for the Mobile, Alabama Cruise Terminal," (Exhibit B), in strict accordance with the Contract Documents as listed in Article 6, all of which are made part hereof, as prepared by or under the direction of the Director of Real Estate and Asset Management.
4. Special Instructions or conditions.
 - a. Each firm providing technical assistance shall have a had a minimum of Two (2) years of maintenance experience on Adelte gangways or other similar gangways. Qualification must be submitted with the Bid Form. Firms with no experience working on Adelte gangways or similar gangways will not be considered for this contract.
 - b. Each technician shall have had a minimum of Two (2) years of maintenance experience on Adelte gangways or similar gangways. Qualifications must be submitted with the Bid Form. Technicians with no experience working on Adelte gangways or similar gangways will not be allowed, except under the direct supervision of another technician who does have the required experience.
 - c. For all work performed under this contract, only skilled, certified technicians with current licenses or certifications in their respective trades will be accepted.
5. Additional Requirements:
 - a. A valid City of Mobile business license is required.
 - b. The Mobile, Alabama Cruise Terminal is a United States Port and is thus under the Department of Homeland Security Rules. All workers must

have a Transportation Worker Identification Credential (TWIC) badge or be directly supervised at all times by a representative of the Service Contractor with a TWIC badge, in accordance with Department of Homeland Security Regulations.

c. E-verify Documentation.

d. City of Mobile Subcontracting and Major Supplier Plan requirements.

e. Certificate of Insurance in amounts and as required by the City of Mobile.

6. Owner Contact:

- Project Manager: Gregg Blaize, phone: 251-490-5531,

Email: gregg.blaize@cityofmobile.org

7. Adjourn



Addendum No. 2

To: Registered Planholders

From: Gregg Blaize, Director of Facility Maintenance
City of Mobile, Architectural Engineering Department

Date: May 16, 2022

Project: Service Contract-Gangway Preventative Maintenance &
Inspections - Technicians
Project Number SC-022-22

This Addendum forms a part of, and modifies, the Request for Quotes for the above referenced project, dated April 26, 2022. Acknowledge the receipt of this Addendum No. 2 and all subsequent Addenda, if any, in the space provided on the Quote Form. Failure to do so may subject Quoter to disqualification.

General:

Item 1. The City will maintain the right to schedule all quarterly visits. All quarterly visits will be requested in writing by the City.

END OF ADDENDUM No. 2

GENERAL CONDITIONS

1. GENERAL REQUIREMENTS:

- A. **The Contract Documents:** The Contract Documents are enumerated in the Agreement between the Standard Service Contract Agreement Between the City of Mobile and the Service Contractor (hereinafter called the Agreement) and consist of the Bidding and Contract Requirements, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after the execution of the Contract. A Modification is a written amendment to the Contract signed by both parties.
- B. **The Contract:** The Contract Documents form the Contract for Services. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification.
- C. **The Work:** The term "Work" means the services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Service Contractor to fulfill the Service Contractor's obligations.
- D. **The Project Manual:** The Project Manual is the comprehensive document containing the Bidding and Contract Requirements, the Specifications and other documents as listed.
- E. **The Bidding and Contract Requirements:** The Bidding and Contract Requirements are that part of the Contract Documents consisting of the Invitation to Bid, Instructions to bidders, Service Contractor's Bid, Agreement, Bonds, and General Conditions and other requirements listed in the Agreement.
- F. **The Specifications:** The Specifications are that part of the Contract Documents consisting of written requirements for Services including materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- G. **Correlation and Intent of the Contract Documents:** The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Service Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all; performance by the Service Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

2. THE OWNER:

- A. The "Owner" is the City of Mobile, as identified in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner's designated representative is the Building Services Department, Service Contract Administrator.

3. THE SERVICE CONTRACTOR:

- A. The Service Contractor is the person or entity identified as such in the Agreement and is referred throughout the Contract Documents as if singular in number. The Service Contractor shall be lawfully licensed in the City of Mobile and the State of Alabama as required. The Service Contractor shall designate in writing a representative who shall have express authority to bind the Service Contractor with respect to all matters under this Contract. The term "Service Contractor" means the Service Contractor or the Service Contractor's authorized representative.
- B. The Service Contractor shall perform the Work in accordance with the Contract Documents.
- C. Execution of the Contract by the Service Contractor is a representation that the Service Contractor has visited the site(s), become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
- D. The Service Contractor shall be responsible to the Owner for acts and omissions of the Service Contractor's employees and their agents, and other persons or entities performing portions of the Work for, or on behalf of, the Service Contractor.
- E. Unless otherwise provided in the Contract Documents, the Service Contractor shall provide and pay for labor, materials, equipment, tools, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- F. The Service Contractor's technicians or workmen shall be qualified, certified, credentialed, and have had sufficient education, training and experience to perform all Work properly and satisfactorily as prescribed in the Contract Documents.
- G. The Service Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work provided by the Service Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.
- H. Unless otherwise provided in the Contract Documents, the Service Contractor shall secure and pay for all applicable permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

- I. The Service Contractor shall perform the Work in accordance with the specified schedules as listed in the Contract Documents.
- J. The Service Contractor shall confine operations at the site to areas permitted by the City of Mobile, facility director or building manager, and shall not unreasonably encumber the site with materials or equipment.
- K. The Service Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Service Contractor shall remove all waste materials, rubbish, tools, equipment and surplus materials from and about the site. If the Service Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Service Contractor.
 - 1) Provide protection and conduct construction/repairs in ways that comply with all environmental regulations and minimize possible air, water, and subsoil contamination, pollutions, or other undesirable effect.
 - 2) Service Contractor is to implement Best Management Practices, The City of Mobile's, and the Alabama Department of Environmental Management's (ADEM) water regulations and allowable discharges into the Mobile River and associated waterways.
 - 3) City of Mobile Code Chapter 17 – Storm Water Management and Flood Control.
 - 4) Contain all substances used in the construction/repair of the gangway per all of the regulations as listed above.
- L. To the fullest extent permitted by law the Service Contractor shall indemnify and hold harmless the City of Mobile, it's agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Service Contractor, anyone directly or indirectly employed by him or anyone for whose acts he may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified by an employee of the Service Contractor anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Service Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. CHANGES IN THE WORK:

- A. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by a written modification based upon agreement between the City and the Service Contractor.
- B. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Service Contractor shall proceed promptly, unless otherwise directed.

5. SCHEDULE:

- A. **STARTING WORK:** The date of commencement of the Contract is the date established in a written Notice to Proceed. No Work shall commence and no materials shall be ordered before the Notice to Proceed has been issued.
- B. The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

6. PAYMENTS:

- A. **CONTRACT SUM:** The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the City to the Service Contractor for performance of the Work under the Contract Documents. Detailed and itemized invoices for all equipment rentals, materials, and hourly work performed.
- B. **SCHEDULE OF VALUES:** The Schedule of Values allocating the entire Contract Sum to the various portions of the Work, shall be used as a basis for reviewing the Service Contractor's Invoices for Payment.
- C. **METHOD OF PAYMENT:** The City shall pay the Service Contractor on the account of the Contract as follows:
 - 1) Payments shall be made bi-annually for completed work as specified.
 - 2) Invoices for completed Work shall be delivered to the Service Contract Administrator for review and approval upon completion of work as listed in the Scope of Work. Invoices shall list unit pricing in accordance with the approved Schedule of Values.
 - 3) Payments shall be made in accordance with the accepted Schedule of Values listed in the Contract Documents.

7. SAFETY:

- A. The Service Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. The Service Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Service Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1) employees on the Work and other persons who may be affected thereby;
 - 2) the Work and materials and equipment to be incorporated therein;
 - 3) other property at the site or adjacent thereto.

- C. The Service Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing safety of persons or property or their protection from damage, injury or loss.
- D. If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- E. The Service Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Service Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Service Contractor, the Service Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the City in writing.
- F. In an emergency affecting safety of persons or property, the Service Contractor shall act, at the Service Contractor's discretion, to prevent threatened damage, injury or loss.

8. **INSURANCE:**

- A. The Service Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located such insurance as will protect the Service Contractor from claims set forth below which may arise out of or result from the Service Contractor's operations and completed operations under the Contract and for which the Service Contractor may be legally liable, whether such operations be by the Service Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - 1) Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed
 - 2) Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than the Service Contractor's employees;
 - 3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Service Contractor's employees;
 - 4) Claims for damages insured by usual personal injury liability coverage;
 - 5) Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - 6) Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
 - 7) Claims for bodily injury or property damage arising out of completed operations; and
 - 8) Claims involving contractual liability insurance applicable to the Service Contractor's obligations.

- B. The Service Contractor shall take out and maintain during the life of the Contract not less than the following minimum amounts of insurance.

1) Worker's Compensation and Employer's Liability:

Statutory - in the amounts required by all applicable laws, rules or regulations of the State of Alabama and the United States of America, including the U.S. Longshore & Harbor Workers Act and the Jones Act, if applicable.

2) Comprehensive General Liability:

The Service Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises product-completed operations) for limits of liability not less than:

- | | |
|---------------------|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury | \$1,000,000 combined single limit and
Property Damage |

Such comprehensive policy shall include the following:

- a) All liability of the Service Contractor, for the Service Contractor's Direct Operations.
- b) Completed Operations Coverage, thereby meaning any loss which shall occur after the Contract has been completed, but which can be traced back to the Contract.
- c) Contractual Liability, meaning thereby, any risk assumed by the Service Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically item (6).
- d) Broad Form Property Damage Coverage, including Completed Operations.
- e) Personal Injury Liability, with employees exclusions removed.
- f) The Service Contractor shall indemnify and save harmless the Owner against all loss, cost, or damage on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
- g) Care, custody, and control for property in the care, custody and control of the Service Contractor.

3) Comprehensive Automobile Liability:

The Service Contractor shall carry for himself and shall require that all owners of automobile or trucks rented or hired on the Contract carry until the Contract is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and Property Damage in amounts not less than the minimum amounts as indicated. The Service Contractor shall also carry for himself insurance for all non-owned and hired automobile at the limits of liability as indicated below:

- | | |
|--|--|
| a) Bodily Injury | \$1,000,000 each person
\$1,000,000 each occurrence |
| b) Property Damage | \$1,000,000 each occurrence |
| c) Or Bodily Injury and
Property Damage | \$1,000,000 combined single limit |

4) Excess/Umbrella Liability:

- a) \$5,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.
- b) \$5,000,000 General Aggregate Limit, on a "Per Project" basis
- c) Providing "follow form" coverage for Employer's Liability, Maritime Employer's Liability, Comprehensive General Liability and Automotive Liability.
- d) Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.
- e) Maritime Employers' Liability including, to the extent applicable, the Jones Act and transportation, wages, maintenance, and cure with limits of \$1,000,000 each person and \$1,000,000 each accident.
- f) "In Rem" endorsement
- g) Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.
- h) Marine General Liability or its equivalent (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
 - 1. Limit of Liability:
 - \$1,000,000 each occurrence bodily injury or property damage
 - \$2,000,000 General Aggregate Limit, on a "Per Project" Basis
- i) Deletion of watercraft exclusion with respect to non-owned vessels and contractual liability for watercraft exposure not covered by Protection and Indemnity policy
- j) The Marine General Liability policy must include and endorsement to cover "Sudden and Accidental" pollution.

- C. Certificates of insurance acceptable to the Owner shall be filed with the Owner at the time of signing of the Contract, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

Such certificates of insurance shall state that thirty (30) days advance written notice will be given in the event of cancellation or material change in the coverage.

- D. Surety Qualifications: All insurance must be furnished by a Surety licensed to do business in the State of Alabama, must be signed or countersigned by a Licensed Resident Agent of the State of Alabama, and if bid price exceeds \$50,000 have a minimum rating of A/Class VI as reported in the latest issue of Best's key Rating Guide Property-Casualty.
- E. The insurance required by Section 2. shall be written for not less than limits of liability specified or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until completion of the Contract.
- F. The Service Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Service Contractor's negligent acts or omissions during the Service Contractor's completed operations.

9. MISCELLANEOUS PROVISIONS:

- A. The Contract shall be governed by the law of the State of Alabama.
- B. The Owner and Service Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- C. No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.
- D. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
- E. No action or failure to act by the Owner or Service Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.
- F. Inspections and approvals of portions of the Work shall be made as required by the Contract Documents. The Service Contractor shall give the Owner timely notice of when and where Inspections are to be made so that the Service Contract Administrator or other City personnel may be present for such procedures.
- G. Required inspection reports along with approvals shall, unless otherwise required by the Contract Documents, be delivered to the Owner with Invoices for Payment.

- H. On all jobs with the City of Mobile, A City License is required. Bidders may obtain information on licensing by writing the City Revenue Department, Post Office Box 1827, Mobile, AL 36633-1827 or calling 208-7454. Successful Bidder must have City License at the time of Bidding.
- I. Service Contractors shall abide by provisions of Ordinance #02-050, 1968, prohibiting discrimination in employment by Service Contractors and Subcontractors performing Work for the City of Mobile. A copy of said Ordinance is on file in the office of the Service Contract Administrator.
- J. The Service Contractor shall secure and pay all required fees and permits and shall pay all taxes on materials, supplies, fixtures and equipment purchased by him (including the city of Mobile sales tax), and shall comply with all laws, regulations and codes applicable to the site on which the Work is to be performed.
- K. All work performed shall be in conformance with the appropriate codes of the City of Mobile.
- L. Additionally, the City of Mobile reserves the rights to have any of Service Contractor's employees removed, barred, and/or restricted from the facility and request the immediate replacement as needed during the term of this Agreement.

10. TERMINATION OR SUSPENSION OF THE CONTRACT:

- A. The Owner may terminate the Contract for cause if the Service Contractor
 - 1) fails to perform service in a satisfactory manner; or
 - 2) repeatedly refuses or fails to supply properly skilled workers or proper equipment or materials; or
 - 3) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
 - 4) otherwise is guilty of substantial breach of a provision of the Contract Documents.
- B. When any of the above reasons exist, the Owner, upon determination that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Service Contractor and the Service Contractor's surety, if any, seven (7) days' written notice, withhold payments and terminate the Contract.
- C. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause upon thirty (30) days written notice.
- D. In case of such termination for cause or for the Owner's convenience, the Service Contractor shall be entitled to receive payment for Work executed, and costs incurred. The Owner shall not make payment for profit or damages as a result of such termination.

11. CLAIMS AND DISPUTES

- A.** Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Service Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.
- B.** Claims by either the Owner or Service Contractor must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Service Contractor and the other party.
- C.** In the event of a Claim against the Service Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Service Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- D.** Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to litigation.

END OF SECTION



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Cassie Boatwright, Real Estate Asset Management Dept

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To construct and install a base for the Bugler Sculpture at Memorial Park

Amount of Contract:

\$48,350.00

Funding Source

Project # Memorial Park - Bugler Sculpture Base
PR-001-22

Discretionary Funds

Project String C0617 WWI Bugle Boy Statue
(20002000-48010)

Contract Number:3867

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
PR-001-22 Memorial Park - Bugler Sculpture Base	Cover Memo	6/15/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	6/16/2022 - 12:22 PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 12:58 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:08 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:54 PM

RESOLUTION

2022

Sponsored by:

Mayor William S. Stimpson and Councilmember William Carroll

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

Name of Company: MICOR d/b/a MDS CONSTRUCTION, INC.

Project Name: MEMORIAL PARK –
BUGLER SCULPTURE BASE

Project Number: PR-001-22

Amount: \$48,350.00

Adopted:

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0617 – WWI BUGLE BOY STATUE

CAPITAL PROJECT #: C0617 (20002000-48010) DATE OF RECEIPT: _____

ARCHITECTURAL ENGINEERING PROJECT #: PR-001-22

CONTRACT AMOUNT: \$48,350.00

PROJECT DESCRIPTION: TO CONSTRUCT AND INSTALL A BASE FOR THE
BUGLER SCULPTURE AT MEMORIAL PARK (1800 AIRPORT BLVD).

VENDOR NAME: MICOR INC. d/b/a MDS CONSTRUCTION, INC.

VENDOR NUMBER: 274590

DEPT #: 3032 DEPT NAME: ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CASSIE BOATWRIGHT (Director of REAM)

Please Select by circling one (Type):

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

RETAINAGE INFORMATION:

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

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

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

Prepared by: Katie Cassil – Secretary III Date: 6/15/2022

**AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")**



This Agreement made and entered into this _____ day of _____ 2022.

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P. O. Box 1827
Mobile, Alabama 36633-1827

And the Contractor: Micor, Inc. d/b/a MDS Construction, Inc.
P.O. Box 729
Silverhill, Alabama 36576

City Business License No.: 049492

Secretary of State Registration No.: 000-183-209

For the following Project: Memorial Park - Bugler Sculpture Base
1800 Airport Boulevard
Mobile, Alabama 36606

Project Number: PR-001-22

The Owner and Contractor agree as set forth below:

1.0 CONTRACTOR'S SERVICE

1.1 The Contractor's Services consist of those described in the Scope of Work which is attached hereto as "Exhibit A" and is hereby incorporated as a part of this Agreement and as provided in the Request for Quotes documents that are hereby incorporated by reference as a part of this Agreement as though fully set out herein. The total contract amount is Forty-Eight Thousand Three Hundred Fifty and 00/100 Dollars (\$48,350.00), which includes a Contingency Allowance of One Thousand and 00/100 Dollars (\$1,000.00).

1.2 If Additional Services are required due to circumstances beyond the Contractor's control, the Contractor shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Contractor's notice shall include a description of the circumstances justifying the "Additional Services" and a proposal to provide the Services.

1.3 ALLOWANCE(S)

- A. Contingency Allowance shall cover cost of material, labor, overhead, profit, and other expenses for complete installation of items of additional Work as required for a complete, functional project. Contractor shall provide an itemized proposal including same for all Work. Contractor's charges for overhead and profit are limited to ten percent (10%) of labor, materials and equipment costs on subcontractor's work; and fifteen percent (15%) on work of Contractor's own forces.
- B. Contingency Allowance shall be used for unforeseen circumstances not covered in the construction documents. All extra work under this section must be authorized by the Owner, in writing, prior to ordering materials or undertaking work.
- C. Upon completion of the Work, the unused portion of the Contingency Allowance shall be credited back to the Owner in the form of a Change Order.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project, is the Director of Real Estate Asset Management or the Director's designated representative. The Owner's liaison with the Contractor is the Owner's Representative.

2.2 All notices of cancellation, requests, demands or other communications to the Owner shall be in writing and duly delivered to both of the following addresses to the City:

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

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

3.0 GENERAL REQUIREMENTS

3.1 The Contractor shall deliver the Work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

3.2 The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, with respect to all covenants of this Agreement. Contractor shall not assign, sublet, or transfer its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the Owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Contractor and supersedes all prior negotiations, understandings or

agreements either written or oral. The Owner and Contractor may amend this Agreement only by written instrument signed by both parties.

- 3.4 All covenants, agreements, and stipulations of this Agreement (except warranties) shall remain in full force until completion of the Project or for a period of two (2) years from the date of this Agreement, whichever occurs first. By mutual agreement, the Owner and the Contractor may extend the Agreement time.

3.5 LIQUIDATED DAMAGES

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

3.6. INSURANCE

For the term of this Agreement, Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall be endorsed to name the City of Mobile as an additional insured***, and shall attach to this contract as proof thereof a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

- A. Workers' Compensation/Employer's Liability:
1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama
 2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee
- B. Comprehensive General Liability Insurance:
1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.
 2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
 3. General Aggregate Limit shall apply on a "Per Project" Basis.
- C. Automobile Liability Insurance:
1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

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

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation – Certificates shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General – Within ten (10) calendar days from date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

If the certificate of insurance referenced in this Agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it does not own any vehicles and that it will not purchase or obtain any vehicles during the term of this Agreement. Said certificate shall require that said insurance coverage will not be altered or terminated unless City shall have been given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

- 3.7 In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

3.8 INDEMNIFICATION

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

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

- 3.10** Contractor shall obtain, at its own expense, all necessary licenses, inspections, permits, insurance, authorization and assurances necessary in order to abide by the terms of this Agreement. City of Mobile department permits, when required, shall be obtained by the Contractor at no cost.
- 3.11** Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.
- 3.12 BEST MANAGEMENT PRACTICES (BMPs):** The Contractor shall be responsible for providing, implementing, and maintaining BMPs for sediment and erosion control, and all other applicable regulations, in full compliance with Local, State, and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act, the Alabama Water Pollution Control Act, the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control. All wastewater with oils, grease, etc., shall be properly contained and disposed of.
- 3.13 METHOD of PAYMENT:** Contractor shall provide two (2) notarized original signature copies of invoices to the Architectural Engineering Department on a monthly basis and/or upon successful completion of service. Contractor invoices shall be provided on AIA Document G702 and AIA Document G703. Final payment shall not be processed until all required Close-out Documents are submitted to and approved by the Owner.
- 3.14 TERMINATION of CONTRACT:** The City may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the Contractor on this form. The City shall not be liable for payment to the Contractor for lost profit or damages as the result of its termination of the contract.
- 3.15 LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND:**
Shall each be for one hundred percent (100%) of the Contract Price if the Contract Price is greater than \$10,000.00.
1. Cost of the bonds shall be included in the Quote.
 2. Bond shall be submitted with the executed agreement on provided form(s).
 3. Power of Attorney is required for both bonds.
 4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
 5. A Surety licensed to do business in the State of Alabama must execute the bonds.
- 3.16 RETAINAGE:**
For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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

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

3.17 PROOF OF ADVERTISEMENT of COMPLETION:

(a) Contractor shall provide proof of publication of Notice of Completion in a locally published newspaper of general circulation, in accordance with Title 39, Section 39-1-1 of the Code of Alabama. For final Contract Sums less than Fifty thousand dollars (\$50,000.00), the Contractor shall also provide, at the same time notice is sent to the newspaper, an electronic or hard copy of notice verbiage on Contractor letterhead to the City of Mobile for public posting for one week. This Notice of Completion shall not begin until the project has been accepted by the City of Mobile.

(b) Notice of Completion advertisement shall read as follows:

STATE OF ALABAMA

COUNTY OF MOBILE

NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Micor, Inc. D/B/A MDS Construction, Inc. has completed the contract for PR-001-22, Memorial Park - Bugler Sculpture Base, 1800 Airport Boulevard, Mobile, Alabama 36606. All persons having any claim for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

3.18 CONTRACTOR WARRANTY and CERTIFICATION:

A. Upon completion of the contract the Contractor shall certify under oath that all bills have been paid in full.

B. In addition to manufacturer warranties required by the Bid Documents, Contractor shall provide a one (1) year Labor and Materials Warranty on company letterhead at completion of the Contract.

4.0 CONTRACT DOCUMENTS:

A. The contract documents consist of this Agreement, the Request for Quotes documents, Exhibit "A" Scope of Work, Addenda issued prior to the execution of the Contract, other documents listed in this Agreement, and Modifications issued after the execution of this Agreement, all of which form the Contract, and are fully a part of the Contract as if attached to this Agreement or repeated herein. The contract documents are intended to agree, and if clarification of a conflict has not been made via Addendum, then the most restrictive or costly interpretation by the Architectural Engineering Director will apply.

B. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Request for Quotes documents, dated March 25, 2022, as prepared by the City of

- Mobile Architectural Engineering Department and WAS Design, Inc.;
2. Addendum No 1, dated 03/31/2022, and Addendum No 2, dated 04/06/2022;
 3. E-Verify Documentation;
 4. Certificate of Insurance with endorsements; and
 5. This Instrument (Agreement).

5.0 DISPUTE RESOLUTION:

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

6.0 FORCE MAJEURE:

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

7.0 NONDISCRIMINATION:

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

B. Contractor shall abide by provisions of Mobile Ordinance No. 02-050 which prohibits discrimination in employment by Contractors and Subcontractors performing work for the City of Mobile.

8.0 IMMIGRATION LAWS:

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

9.0 PUBLIC CONTRACTS WITH ENTITIES IN CERTAIN BOYCOTT ACTIVITIES:

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

10.0 SEVERABILITY CLAUSE:

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

11.0 NON-AGENCY CLAUSE:

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

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

OWNER: City of Mobile

Signature

William S. Stimpson, Mayor
Printed Name and Title

Legal Name of Party to Contract:
CONTRACTOR: Micor, Inc. d/b/a
MDS Construction, Inc.

By Signature

Michael D. Small, President
Printed Name and Title

(Corporate Seal if applicable)

ATTEST: City of Mobile

City Clerk

STATE OF ALABAMA
COUNTY OF ~~MOBILE~~ ^{Baldwin} ^{2A}

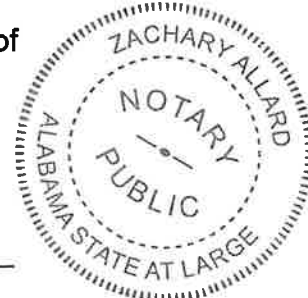
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Michael D. Small as President of Micor, Inc. dba MDS Construction and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily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

Sworn to and subscribed for me this 7th day of June, 2022.

Zachary Allard
NOTARY PUBLIC

My Commission Expires: 01/05/2025

Zachary Allard
Notary Public, Alabama State At Large
My Commission Expires Jan. 05, 2025



**EXHIBIT A
SCOPE OF WORK
MEMORIAL PARK – BUGLER SCULPTURE BASE
1800 AIRPORT BOULEVARD
MOBILE, ALABAMA 36606
PR-001-22**

Construction and installation of one (1) stone-clad sculpture base for bronze sculpture, not in contract, along with approximately seventy-three linear feet (73LF) of concrete curb and three hundred ninety-six square feet (396SF) of aggregate walkway to match existing. Provide new matching landscaping, per the project manual and associated drawings, to all disturbed areas beyond aggregate walkway.

END OF SCOPE OF WORK

Memorial Park – Bugler Sculpture Base
PR-001-22

QUOTE FORM:

Company Name: Micor Inc dba MDS Construction
Company Address: P.O. Box 729 Silverhill, AL 36576
Office Phone #: 251-454-4244 Fax #: —
City of Mobile Business License No.: 49492

In compliance with the Request for Quotes prepared by the City of Mobile, Architectural Engineering Department, dated March 25, 2022, and all Addendum(a) No(s) 1 + 2 dated 03/31/22 + 04/06/22, the undersigned does hereby propose to furnish all labor, materials, tools, equipment and supplies and to sustain all expenses incurred in performing the Scope of Work for the amount listed below. The Contractor shall deliver the work complete within Sixty (60) calendar days from the date of the written Notice to Proceed.

Quoters shall include sales and use taxes. Quotes shall be provided in whole dollar amount with no cents.

Base Quote Amount: Twenty-eight thousand One
hundred two
Amount in Words
Dollars & No Cents \$ 28,102 .00
Amount in #'s

Contingency Allowance: One Thousand Dollars & No Cents \$ 1,000.00

Total Base Quote Amount: Twenty-nine thousand One
hundred two
Amount in Words
Dollars & No Cents \$ 29,102 .00
Amount in #'s

Additive Alternate #1 Amount: Nineteen thousand Two
hundred Forty-eight
Amount in Words
Dollars & No Cents \$ 19,248 .00
Amount in #'s

Contact Phone #: 251-454-4244 Cell #: 251-454-4244

E-mail Address: MDS3349@Bellsouth.net

Signature: [Signature] Date: 04/13/22

Printed Name: Michael D. Small Title: owner/Pres.

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66389410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 as Principal(s), hereinafter called Principal, and Auto-Owners Insurance Company, a Michigan corporation, of Lansing, Michigan, as Surety, hereinafter called Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 as Obligee, hereinafter called Obligee, in the penal sum of forty seven thousand eight hundred and xx/100 Dollars (\$47,800.00), lawful money of the United States of America, for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a contract with the Obligee, dated the 1st day of June, 2022 for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract and the plans and specifications are by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal shall well and truly keep, do and perform each and every, all and singular, the matters and things in said contract set forth and specified to be by said Principal kept, done and performed, at the times and in the manner in said contract specified, or shall pay over, make good and reimburse to the above named Obligee, all loss and damage which said Obligee may sustain by reason of failure or default on the part of said Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and effect.

AND PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the contract, or an other forbearance on the part of either executors, administrators, successors, or assigns from their liability hereunder, notice to the Surety of any such alterations, extension of time or of forbearance being hereby waived.

SIGNED AND SEALED this 1ST day of JUNE, 2022.



MICOR INC
Principal
By [Signature]

Auto-Owners Insurance Company
Surety

By Niki Conway
Niki Conway Attorney-in-Fact

Auto-Owners INSURANCE

LIFE • HOME • CAR • BUSINESS

BOND NUMBER: 66389410

LABOR & MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, MICOR INC DBA MDS CONSTRUCTION of 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091, as Principal, and the Auto-Owners Insurance Company, a corporation organized under the laws of the State of Michigan, and having its principal office in the city of Lansing, Michigan, as Surety, are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827, as Oblige, in the penal sum of forty seven thousand eight hundred and xx/100 Dollars (\$47,800.00), lawful money of the United States of America, for which payment, well and truly to be made, we jointly and severally bind ourselves, our successors, administrators and assigns, firmly by these presents.

WHEREAS, the aforesaid Principal has entered into a certain written contract with the aforesaid Oblige dated 1st day of June, 2022 for furnishing all labor and materials for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the aforesaid Principal shall pay or cause to be paid all indebtedness which may arise from him to any subcontractor or to any person, firm or corporation performing labor or furnishing materials or supplies furnished in the performance of said contract then this obligation shall be void, otherwise to remain in full force and effect.

THIS BOND is further conditioned that the liability of the Surety shall not be affected by any extensions of time and notice of any such extensions of time is hereby waived by the Surety.

NON-ASSESSABLE. This bond is non-assessable and the premiums designed herein and in the endorsements attached hereto are the only premiums for which the Principal or Oblige shall be liable.

PARTICIPATING. The Principal or Oblige shall be entitled to an equitable participation in the funds of the Company in excess of the amounts required to pay expenses and all the losses or claims or other policy obligations incurred, together with the reserve and surplus funds required or permitted by law; such distribution shall be made by the Company only in accordance with the decision of the Directorate acting under the insurance laws and under the charge of the Company.

SIGNED, SEALED and DATED this 1ST day of JUNE, 2022.



MICOR INC
Principal

By _____
Auto-Owners Insurance Company
Surety

By Niki Conway
Niki Conway Attorney-in-Fact

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS, that we, MICOR INC DBA MDS CONSTRUCTION 9897 SUBURBAN DR FAIRHOPE, AL 36532-5091 (hereinafter called the Principal), as Principal, and Auto-Owners Insurance Company, a corporation organized and existing under the laws of the State of Michigan and duly authorized to transact business in the State of ALABAMA, (hereinafter called the Surety), are held and firmly bound unto CITY OF MOBILE, PO BOX 1827, MOBILE AL 36633-1827 (hereinafter called the Obligee), in the full and just sum of forty seven thousand eight hundred and xx/100 (\$47,800.00) lawful money of the United States of America, to be paid to the said Obligee to which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has entered into a contract with the said Obligee, dated the 1st day of June, 2022 for MEMORIAL PARK- BUGLER SCULPTURE BASE PR-001-22 which contract is herein referred to and made a part of as fully and to the same extent as if the same were entirely written herein and

WHEREAS, said contract has been completed, and was approved on the 1st day of June, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall guarantee that the work will be free of any defective materials or workmanship which become apparent during the period of twelve months following completion of the contract, then this obligation shall be void, otherwise to remain in full force and effect, provided, however, any additional warranty or guarantee, whether expressed or implied, is extended by the Principal or Manufacturer only, and the Surety assumes no liability for such a guarantee.

SIGNED AND SEALED this 1ST day of JUNE, 2022.

By _____
Witness

By _____
MICOR INC Principal

Title



Janet Kochmann
Janet Kochmann Witness

By Niki Conway
Niki Conway Attorney-in-Fact



ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 1ST day of JUNE, 2022, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones

Sandra M. Jones

Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 16, 2025
Acting in the county of Eaton

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66389410

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.



Andrea Lindemeyer Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.



My commission expires July 16th, 2025.



Sandra M. Jones

Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 1st day of June, 2022.





William F. Woodbury, First Vice President, Secretary and General Counsel

From: Kidd, Archnique <archnique.kidd@cityofmobile.org>
Sent: Thursday, April 14, 2022 4:56 PM
To: Laurence, Jacob <laurencej@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>
Cc: Roberts, James <james.roberts@cityofmobile.org>
Subject: RE: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Good afternoon Jacob,
Please proceed with the contract routing. The contractor has met the good faith effort guidelines.

Respectfully,

Archnique Kidd, Supplier Diversity Manager
City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827
Office: (251) 208-7967
Website: www.cityofmobile.org
<https://workwith.cityofmobile.org/WorkWithCity/GetReady>



From: Laurence, Jacob <laurencej@cityofmobile.org>
Sent: Thursday, April 14, 2022 4:32 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>
Subject: FW: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Hey guys,
How are we looking on the DBE portion of this packet? Will we be able to move forward with the next steps of bid and award?
Jacob

From: Laurence, Jacob
Sent: Wednesday, April 13, 2022 3:59 PM
To: Kidd, Archnique <archnique.kidd@cityofmobile.org>; Cook II, Roger J <roger.cook@cityofmobile.org>; Parker, Brenda <brenda.parker@cityofmobile.org>
Cc: Boatwright, Cassie <boatwright@cityofmobile.org>
Subject: FW: PR-001-22: Memorial Park - Bugler Sculpture Base - Quote Packet and Quote Tab

Keisha and Roger,
Please see attached Quote packet with DBE forms for your review. Please let me know if this is sufficient for DBE participation in order to award the work for this project.



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

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

FORM 1: Background and Plan

Section I. Information about your company

Company	Micor Inc dba MDS Construction
Address	P.O. Box 729 Silverhill, AL 36576
Telephone	251-454-4244
E-Mail	MDS3349@Bellsouth.net

RFP/RFQ Solicitation Number	PR-001-22
Project Description	Memorial Park - Bugler Sculpture Base
Is your company a DBE company?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Work force demographics	Male 3 Female 1 Minority Non-minority 4 SDVO
Total # of Employees	4

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Michael D. Small
Signature: [Signature] Date: 04/13/22
Title: Owner/Pres.

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

Name: Michael D. Small Title: Owner/Pres
Email: MDS3349@Bellsouth.net Phone: 251-454-4244

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)

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

Please Print Company Micor Inc dba NDS construction Your Bid/Proposal Amount \$ 48,350.00 Date: 04-13-22

<u>04/13/22</u>	Description	
	Memorial Park-Bugler Sculpture Base	
Name of Bidder/Proposer: <u>Micor Inc dba NDS Construction</u>		

Date: 04-13-22

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

[illegible]



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Major Inc dba MDS Construction Phone 251-454-4244 Email MDS3349@Bellsouth.net
Contact Person: Michael D. Small

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

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



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

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

CONTRACT RECORDS:

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

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

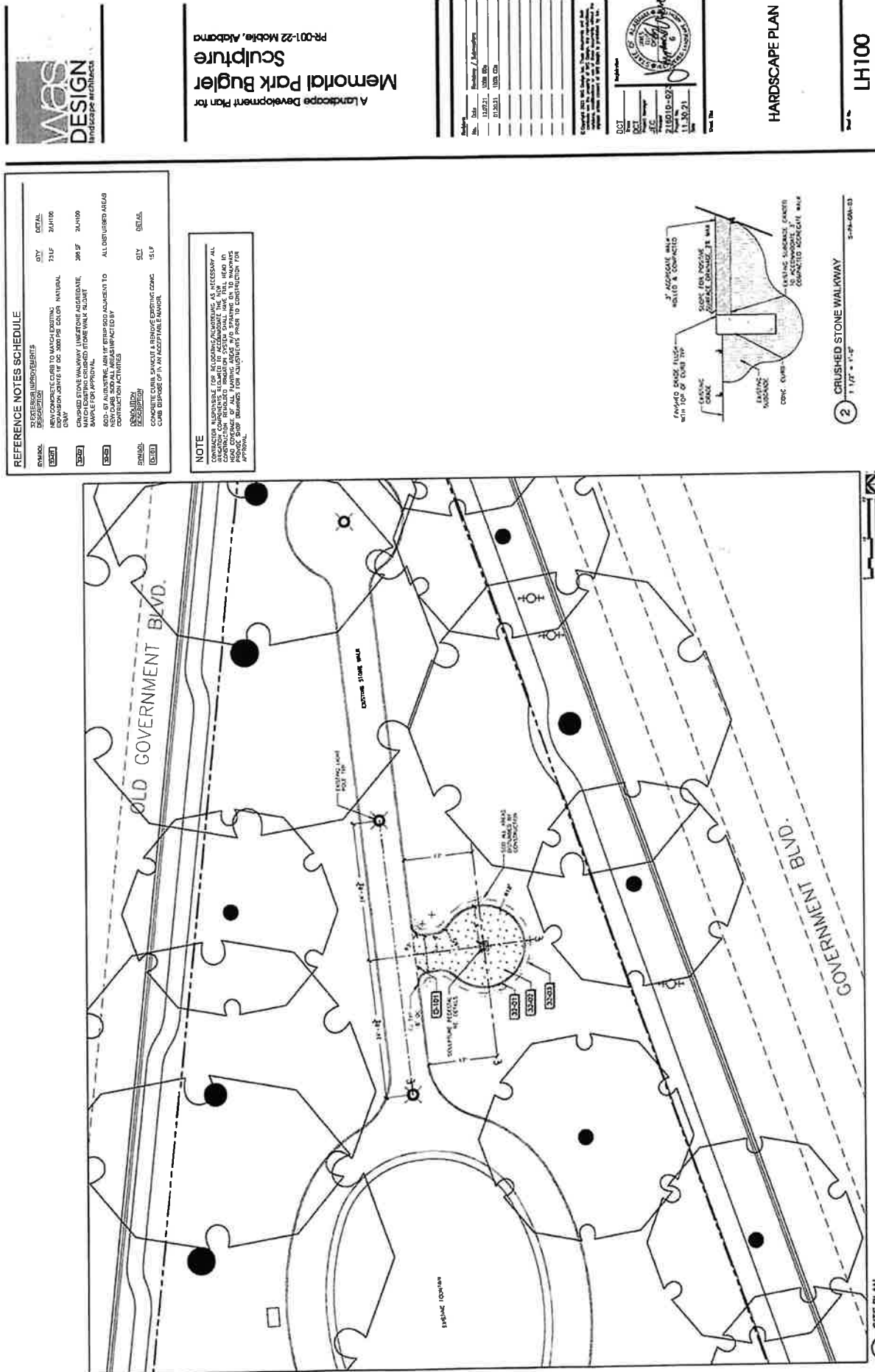
Section 2(B)

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

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

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

Please indicate additional efforts you have taken to recruit and engage DBEs. accessed the diversity website for City of Mobile.





Alabama Secretary of State



M D S Construction, Inc.	
Entity ID Number	000 - 183 - 209
Entity Type	Domestic Corporation
Principal Address	MONTROSE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Baldwin County
Formation Date	10/29/1996
Registered Agent Name	SMALL, MICHAEL D
Registered Office Street Address	23849 MONTROSE WOODS MONTROSE, AL 36559
Registered Office Mailing Address	Not Provided
Nature of Business	GENERAL CONSTRUCTION
Capital Authorized	1,000
Capital Paid In	---
Incorporators	
Incorporator Name	SMALL, MICHAEL D
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/29/1996 Certificate of Formation 2 pgs.

New Search

E-Verify



Company ID Number: 562944

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the E-Verify Employer Agent and DHS respectively. If you have any questions, contact E-Verify at 1-888-464-4216.

Approved by:

Employer MICOR INC.	
MICHAEL SMALL	
Name (Printed Type)	Title
Electronically Signed	05/29/2012
Signature	Date
Department of Homeland Security - Verification Division	
USCIS Verification Division	
Name (Printed Type)	Title
Electronically Signed	05/29/2012
Signature	Date

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	MICOR INC.
Company Facility Address	2837 GURBURGAN
	FAIRHOPE, AL 36532
Company Alternate Address:	

E-Verify



Company ID Number: 562944

County or Parish: ALABAMA	
Employer Identification Number: 831745379	
North American Industry Classification System Code: 23	
Administrator:	
Number of Employees: 1 to 4	
Number of Sites Verified for:	
<p>Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:</p> <p>• ALABAMA (sites)</p>	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/01/2022

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

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

PRODUCER Valent Group, LLC 1110 Montlamar Drive Suite 400 Mobile AL 36609		CONTACT NAME: Amy Harris PHONE (A/C, No, Ext): (251) 544-7245 FAX (A/C, No): (251) 343-0563 E-MAIL ADDRESS: aharris@valentgroup.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Owners Insurance Company	
		INSURER B: Auto Owners Insurance Company	
		INSURER C: AL Home Builders SIF	
		INSURER D: Safety National Casualty Corporation	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	38541487	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMPI/OP AGG \$ 2,000,000
	OTHER:						\$
B	AUTOMOBILE LIABILITY	Y	Y	4454148700	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	4454148701	05/15/2022	05/15/2023	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C/D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y	N/A	17228-00/SP4065837	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			38541487	06/01/2022	05/15/2023	100,000

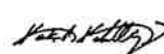
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PR-001-22 Memorial Park-Bugler Sculpture Base

City of Mobile is included as an Additional Insured in respect to General Liability. All policies, except workers compensation, shall be primary and non-contributory with any other insurance in force or which may be purchased by additional insured. Waiver of subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, and Workers Compensation and Employers Liability. 30 day notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

CANCELLATION

City of Mobile P.O. Box 1827 Mobile AL 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**ARCHITECTURAL ENGINEERING DEPARTMENT
REQUEST FOR QUOTES
March 25, 2022**

The City of Mobile will receive quotes for the following Project:

Project Name: Memorial Park – Bugler Sculpture Base
Project Location(s): 1800 Airport Boulevard, Mobile, Alabama 36606
Project Number: PR-001-22

Scope of Work:

The Base Quote includes the furnishing of all labor, materials, tools, and equipment necessary to complete the fabrication, construction, and installation of one (1) sculpture base, as specified on project drawing LH500 – Hardscape Details.

Additive Alternate #1 includes the furnishing of all labor, materials, tools, and equipment necessary to complete the construction, and installation of all hardscape aggregate walkway elements and repairs to all disturbed areas, as specified on project drawing LH100 – Hardscape Plan.

Important Dates:

Pre-Quote Meeting:
Quotes Due:

Thursday March 31, 2022 at 10:00 AM.
Wednesday, April 13, 2022 at 2:00 PM.

Examination of Documents: Before submitting a Quote, Contractor's shall carefully examine this RFQ, visit the site, including attendance at the Pre-Quote meeting, fully inform themselves as to existing conditions and limitations, and include in the Quote a sum to cover the cost of all items included in the RFQ and as necessary to perform the work. The submission of a Quote will be considered as conclusive evidence that the Contractor has made such examination.

Attachments:

LH500 – Hardscape Details
LH100 – Hardscape Plan

Mandatory Pre-Quote Meeting shall be held on at the site on Thursday March 31, 2022 at 10:00 AM. Bidders are required to participate in the Pre-Quote Conference, visit the

site prior to submitting a Quote and include all costs associated with the project in their Quotes.

All **Requests for Information (RFI's)** and requests for substitutions, shall be submitted in writing to the Project Manager no later than 2:00PM, seven (7) business days prior to the Quote submittal date. Responses shall be in the form of a written Addendum issued to all Contractors. Receipt of all addenda shall be acknowledged by the contractor on the Quote form. Failure to acknowledge Addenda may result in disqualification of the Quote.

This is a not tax exempt project. Quoters shall include sales and use taxes in their quote amount.

Contractors may use on-site utilities and facilities, such as water and designated parking areas. Contractor shall have access to the work site, as approved by the Owner, but typically 7:00am to 6:00pm Monday through Saturday each week. Debris shall be removed and disposed of daily. The facility will remain in use throughout period of construction. Limit use of premises to allow for Owner access and use of facility. Work scheduling and access shall be coordinated with the Owner representatives. Obey all City and Facility regulations.

The Contractor shall deliver the Work complete within **Sixty (60) calendar days** from the date of the written Notice to Proceed.

Contingency Allowance:

Include in the Total Base Quote a stipulated sum as indicated on the Quote Form for use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the general Contingency Allowance.

Upon completion of the Work, any unused portion of the total amount of the Allowance shall be credited back to the City of Mobile in the form of a Change Order.

Quotes (stipulated sum):

Quotes for the above Scope of Work **will be received until 2:00 PM on the 13th day of April, 2022** in the Architectural Engineering Department, 205 Government Street, (P.O. Box 1827, Mobile, Alabama 36633). Quotes in amounts less than \$50,000 may be submitted in person, e-mailed or mailed to the Project Manager at the address indicated. Quotes \$50,000 or greater shall be submitted in a sealed 9"x12" envelope with the Contractor's General Contractors license information written on the outside of the bid envelope. Quotes for \$50,000 or more shall have a Bid Surety payable to Owner, City of Mobile, in the amount of 5% of the Base Quote drawn on an Alabama bank. Contractor is responsible for his quote arriving on time. Quotes will be reviewed in the Architectural Engineering Department following the time established for receipt of Quotes.

- A. No Quote may be modified, withdrawn, or canceled for a period of sixty (60) calendar days after the time designated for receipt of bids.

- B. The City of Mobile will have sixty (60) days from the quote opening date to award contract.

Bond Requirements:

For contracts that exceed \$10,000.00, a Bid Bond (or Bid Security), Performance Bond and a Labor and Material Payment Bond shall be required.

- A. Cost of Bonds shall be included in the Contractor's bid.
- B. A Surety authorized to do business in the State of Alabama must issue Bonds.
- C. The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

Bid Security/Bid Bond:

- A. A Cashier's Check drawn on an Alabama bank or Bid Bond payable to Owner, City of Mobile, in the amount of 5% of the Base Bid, but in no event more than \$10,000.00 is required to accompany Bid.
- B. The Bid Security of the three lowest bidding Contractors shall be retained by the Owner until a contract is executed for the project.

A City of Mobile Business License is required and must be current at contract execution and throughout duration of contract.

Alabama Historical Commission Cemetery Permit is required but will be obtained and supplied by the City of Mobile at no cost to the Contractor.

Within ten (10) calendar days from the date of issuance of Contract forms for execution, the Contractor shall deliver to the City of Mobile the following documents:

1. Proof of enrollment in the Federal E-Verify program (see sample document attached as Exhibit 1)
2. Contract form example "Agreement Between Owner and Contractor For A Stipulated Sum" (sample attached as Exhibit 2)
3. Certificate of Insurance and policy endorsements in accordance with City of Mobile Insurance Requirements (attached as Exhibit 3 with sample documents)
4. Company's current W-9 Tax Form and City of Mobile Vendor Information Form (documents attached as Exhibit 4) Vendor may also show evidence of enrollment in the City of Mobile's Vendor Registration System:
<https://www.cityofmobile.org/bids/vendor->

Bonds: For contracts that exceed \$10,000, a Bid Bond, a Performance Bond and a Labor and Material Payment Bond shall be required.

Surety Qualifications: A Surety authorized to do business in the State of Alabama must issue Bonds. Consent of Surety to Final Payment, AIA Document G707, shall be provided prior to final payment as part of the closeout requirements.

For **Payment(s)**, submit two (2) notarized signature originals of the Application and Certificate for Payment, on AIA Documents G702 and G703.

At **Substantial Completion** of the project, the Contractor shall publish a "Notice of Final Completion" of the contract one time in a newspaper of general circulation, published in Mobile County. Contractor shall provide an electronic or hard copy of the Notice verbiage, on company letterhead, to the Project Manager at the same time the Notice is submitted to the newspaper. Within five working days after publication, the Contractor shall provide an original notarized proof of publication to the Project Manager. Final settlement may be made at any time one week after the notice has been published and all applicable Close Out documents have been received and approved.

The "Notice of Final Completion" shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter 1, Title 39, Code of Alabama, 1975, NOTICE IS
HEREBY given that (COMPANY NAME) has completed the contract for
Memorial Park – Bulger Sculpture Base, PR-001-22, in Mobile, Alabama 36606.
All persons having any claims for labor, material or otherwise in connection with
this project should immediately notify the Architectural Engineering Department,
City of Mobile, P.O. Box 1827, Mobile, AL 36633-1827.

Liquidated Damages: A time charge equal to two hundred fifty dollars (\$250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or closeout documents not acceptably submitted for more than thirty (30) calendar days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

Contractor's Warranty: Contractor shall warrant that the Work will conform to the requirements of the information contained in this Request for Quotes and will be free from defects. Work and/or materials and site furnishings not conforming to these requirements may be considered defective and shall, within one (1) year from date of Substantial Completion of the Project, be promptly replaced or corrected without cost to the Owner. Contractor shall also provide manufacturer's warranties for canopies and paint products.

Close Out Documents documents shall also include original executed copies of the following AIA Documents:

1. Contractor's Affidavit of Payment of Debts and Claims G706
2. Contractor's Affidavit of Release of Liens G706A

Contact the Project Manager, Jacob Laurence, at the City of Mobile, Real Estate Asset Management Department, 251-422-3312 phone or e-mail laurencej@cityofmobile.org for further clarification regarding this Request for Quotes.



Addendum No. 1

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Real Estate Asset Management

Date: March 31, 2022

Re: **Memorial Park – Bugler Sculpture Base**
1800 Airport Blvd.
Mobile, Alabama 36606
PR-001-22

This Addendum forms a part of, and modifies, the RFQ documents for the above referenced project, dated March 25, 2022. Acknowledge the receipt of this Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject quote to disqualification.

General:

Item 1. The Pre-Quote Conference Agenda *with Modifications* (modifications bolded and italicized or with strikethroughs) and the Pre-Quote Conference Attendance Roster, both dated March 31, 2022 are attached and form a part of Addendum No. 1. Contractor shall review modifications in the Agenda for items that will affect bidding.

Item 2. All Builder's Risk insurance shall be in the form of an Installation Floater.

Attachments-
Pre-Quote Conference Agenda *with Modifications*
Pre-Quote Conference Attendance Roster

END OF ADDENDUM No. 1

MEMORIAL PARK- BUGLER SCULPTURE BASE

Project # PR-001-22

MANDATORY PRE-QUOTE CONFERENCE

10:00 am Thursday, March 31, 2022
1800 Airport Blvd., Mobile, Alabama 36606

AGENDA w/ Modifications (*modifications bolded and italicized or with strikethroughs*)

- 1) **Attendance roster.** Include a contact person and an e-mail address where any Addenda should be sent. Please write legibly.

A. Introductions - REAM Work Order Coordinator, Project Manager
Jacob Laurence, 251-422-3312 cell; 251-208-7703 office; laurencej@cityofmobile.org
Director, Real Estate Asset Management
Cassie Boatwright, 251-208-7597 office; boatwright@cityofmobile.org
Landscape Architect, WAS, Inc. (Watkins Acy Strunk Design, Inc.)
Jim Crowe, 251-344-4023 office; 251-604-8199 cell; jcrowe@was-design.com

2) **Discussion of Scope of Work:**

The scope of this project is to:

- 1) Include the furnishing of all labor, materials, tools, and equipment necessary to complete the fabrication, construction, and installation of one (1) sculpture base, as specified on project drawing LH500 – Hardscape Details.
 - 2) Additive Alternate #1 includes the furnishing of all labor, materials, tools, and equipment necessary to complete the construction, and installation of all hardscape aggregate walkway elements and repairs to all disturbed areas, as specified on project drawing LH100 – Hardscape Plan.
 - 3) Best Management Practices for sediment and erosion control for duration of contract;
- A. City of Mobile Land Disturbance and Building permit will be required for this project, but shall be obtained at no cost to the Contractor. Contractor shall have a current \$10,000 Surety Bond on file with the City of Mobile Permitting prior to issuance of permits and throughout the contract duration.
- B. Building permit and the City of Mobile standard project sign shall be posted by the Contractor in a prominent location for the duration of the project.
- C. Upon coordination with the Project Manager, Contractor shall start with the project within 10 days following the written Notice to Proceed.
- D. Generally, the site will remain open to the public. Contractor may choose to install a chain link construction/security fence, closing work area(s) from public access, enabling these portions of the site to be secured at non-work hours. Contractor shall take every precaution to avoid damage to the existing irrigation system and shall at their own costs make repairs to the system if damage occurs during construction.
- E. An on-site dumpster may be provided by the Contractor and located as approved by the Project Manager. Remove waste and surplus materials, rubbish, and construction facilities from the site daily.
- F. Contractor shall provide a lockable portable toilet.
- G. Contractor parking shall be limited to a pre-determined area agreed upon in advance by the Project Manager and the Contractor.
- H. Water and electricity at project site shall be supplied by the City of Mobile in moderate amounts at no cost to the Contractor. Hose bibs and electrical outlet locations will be identified at the Pre-construction meeting after award of the contract. The bibs are the only water source at the site that are authorized for use by the Contractor. Hose to span from the bib to the work areas and power cord to span from the electrical outlet to the work areas are the responsibility of the Contractor. Excessive water or electricity use shall be paid for by the Contractor, and "excessive" shall be determined by the Project Manager. Contractor may choose to use self-supplied potable

water and/or generators for any project related needs and shall incorporate the associated costs into their Base Bid.

- I. There will be a \$1,000 Contingency Allowance for the project.
- J. All proposed changes to the design shall be submitted to the Consultant for approval in advance of commencement of any work.
- K. Work hours shall typically be 7am to 6pm six days a week, but Contractor shall also be allowed access at other than usual hours, after prior approval and coordination of such hours with the Project Manager. Contractor shall coordinate schedule for work through the Project Manager.
- L. It is advised that the Contractor remove all materials and equipment daily for security reasons, unless the Contractor makes reasonable accommodations to secure their project related items in a pre-approved and lockable laydown area at the site.
- M. Contract duration is Sixty (60) calendar days from the written Notice to Proceed.

3) Bidding instructions, forms, special requirements and time:

- A. Any observed ambiguities, discrepancies, omissions or errors in any part of the contract documents shall be submitted as written RFIs to laurencej@cityofmobile.org
- B. Official clarifications or corrections will be made by written addendum sent to all registered prospective Bidders via e-mail.
- C. Cut off time for submission of RFIs is seven (7) calendar days prior to the Quote Opening date by 2:00pm.
- D. City of Mobile Mun. Code Sec 14-2 requires that the city in all contracts have contractors make every reasonable effort to have at least fifteen percent participation by socially and economically disadvantaged subcontractors and/or material suppliers who are certified as a Disadvantaged Business Enterprises. Documentation of this effort shall be required and included in the Bid envelope for all bids \$250,000 or more.
- E. Receipt of Quotes shall be Wednesday, April 13, 2022 no later than 2:00pm in the Architectural Engineering Dept office, 5th Floor, Government Plaza, South Tower.
- F. Quotes shall be submitted only on a copy of the Quote Form included in the RFQ documents and shall include DBE Documentation, as applicable.
- G. Use of Allowances shall be reviewed and approved by the Owner.

4) Additional Requirements within 10 Days of Contract Award:

- 1. A valid City of Mobile business license for the duration of the contract period
- 2. E-verify Documentation: The Beason-Hammond Taxpayer Protection Act applies to this project. Contractor shall comply with the requirements of this Act and show proof of enrollment in the E-verify program by submitting the electronically generated Federal E-verify document prior to signing of the construction contract. (see Project Manual)
- 3. Certificate of Insurance in amounts and with endorsements as required by the City of Mobile.
- 4. A current W-9 Taxpayer Identification Form and City of Mobile Vendor Information Form must be on file with the City of Mobile prior to issuance of Contract.
- 5. Performance Bond and Labor and Material Payment Bond.

5) Payment requirements.

- a. Retainage withheld at 5% of the first 50% of Construction Completed until the amount equals 2.5% of the full contract amount.
- b. The final 2.5% of the full contract amount is withheld as retainage until all close out requirements are met, proof of advertisement, warranties, and release of liens, etc. By State of Alabama Law, notice of final completion of the contract shall be published in a local newspaper of general circulation.
- c. Invoices shall be substituted as two originals by utilization of AIA Documents G702 and G703, completed by the contractor with original signatures and notary seal.

6) Review of Site

7) Adjourn

**City of Mobile Insurance Requirements
Contractor**

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
2. Employer's Liability with limits of not less than:

Bodily Injury by Accident	\$1,000,000 each accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 each employee

B. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.
2. Limit of Liability: \$1,000,000 combined single limit of liability each occurrence bodily injury or property damage.
3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a \$1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
2. Limit of Liability: \$2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Builder's Risk Insurance:

1. ALL RISK Builder's Risk coverage shall be provided for the Contractor, Owner and all Sub-Contractors for the full amount of the Contract during construction, fabricants, storage, transport and erection of any equipment.
2. Policy provisions and the Certificate of Insurance shall be provided to the Owner.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Description of Operations" box on the Certificate of Liability Insurance or listed **separately** on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except those referenced under paragraph A, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance – General - Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile. A sample Certificate of Liability Insurance form, including the policy endorsement, is attached for Consultant's reference.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME:	FAX:
	PHONE (A/C, No. Ext):	(A/C, No.):
INSURED	E-MAIL ADDRESS:	
	(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	AGGL SUBR INSR WYD	POLICY NO	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liability					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 1,000,000
						PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X			EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/ MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
	Professional Liability					E.L. DISEASE - POLICY LIMIT \$
						\$1,000,000 per claim
						\$2,000,000 annual aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Schedule 101, Additional Remarks Schedule, if more space is required)

Project Name: Project Number:

City of Mobile is included as an Additional Insured in respect to General Liability and Umbrella Liability. All policies except workers compensation, shall be Primary and Non-contributory with any other insurance force or which may be purchased by Additional insured. Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability and Workers Compensation and Employer's Liability. 30 Day Notice of Cancellation non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile Architectural Engineering Department P. O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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ATTENDANCE ROSTER

[illegible]



Addendum No. 2

To: Registered Planholders and Pre-Quote Conference Attendees

From: Jacob Laurence, Work Order Coordinator
Real Estate Asset Management

Date: April 6, 2022

Re: **Memorial Park – Bugler Sculpture Base**
1800 Airport Blvd.
Mobile, Alabama 36606
PR-001-22

This Addendum forms a part of, and modifies, the RFQ documents for the above referenced project, dated March 25, 2022. Acknowledge the receipt of this Addendum No. 2, Addendum No. 1, and any subsequent Addenda, in the space provided on the Quote Form. Failure to do so may subject quote to disqualification.

Drawings:

Item 1. Project Sheet LH100- Hardscape Plan has been modified to conform to ADEM requirements for sediment and erosion control. Contractor shall include pricing for all BMPs in Base Quote.

Attachments-
LH100- Hardscape Plan

END OF ADDENDUM No. 2



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Jennifer Greene
Director Programs and Project Management

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

The attached Master Service Agreement between the City of Mobile and Volkert, Inc., is for the Brookley by the Bay project and consists of tasks related to community engagement, geotechnical investigation, masterplanning, and engineering and design. Volkert, Inc. was chosen through City of Mobile's competitive procurement process that aligns with the federal procurement policies. Their team consists of staff from Volkert, Inc., SCAPE Landscape Architecture DPC, Thompson Engineering, Moffat & Nichol, Gant Group and Associates, Freddie Stokes, Esq., and Savannah College of Art and Design. The not-to-exceed amount on this contract is \$1,000,000 and it is funded with City of Mobile funds.

The purpose of this project is to design a public access waterfront park, capturing the natural beauty and wonder of Mobile Bay while ensuring the preservation of our natural wetlands. Bordering the Mobile Aeroplex at Brookley and its principal component, Mobile International Airport, this park will be an integral part of continued growth within the City of Mobile by providing waterfront access and recreational opportunity to locals while showcasing the beautiful natural resources of Mobile Bay.

Amount of Contract:

1,000,000

Effective Date of Contract:

6/28/2022

Funding Source

Project # CIP Brookley by the Bay C0660

Discretionary Funds N/A

Project String C0660

Contract Number:3868

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

Grant Funds \$0

Matching Funds \$0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	6/16/2022
Resolution	Resolution Letter	6/16/2022
CIP Document	Backup Material	6/16/2022
Contract	Backup Material	6/16/2022
Revised Capital Summary Sheet	Cover Memo	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	6/16/2022 - 12:56 PM
Capital	Rhodes, Brenda	Approved	6/16/2022 - 1:08 PM
Legal	Kern, Chris	Approved	6/16/2022 - 1:10 PM
Mayors Office	Montgomery, Brandi	Approved	6/16/2022 - 3:56 PM



June 15, 2021

Dear Councilmembers:

The attached Master Service Agreement between the City of Mobile and Volkert, Inc., is for the Brookley by the Bay project and consists of tasks related to community engagement, geotechnical investigation, masterplanning, and engineering and design. Volkert, Inc. was chosen through City of Mobile's competitive procurement process that aligns with the federal procurement policies. Their team consists of staff from Volkert, Inc., SCAPE Landscape Architecture DPC, Thompson Engineering, Moffat & Nichol, Gant Group and Associates, Freddie Stokes, Esq., and Savannah College of Art and Design. This contract is funded with City of Mobile funds.

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We look forward to continued communication on these important projects. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Greene'.

Jennifer Greene
Director, Programs and Project Management
Public Works

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of Mobile, Alabama, that the Mayor and the City Clerk by, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract, A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Volkert, Inc.

COM Project Name: Brookley by the Bay

COM Project Number: 2022-2045-03/C0660

Contract Amount: \$1,000,000.00

ADOPTED: _____

City Clerk

MASTER SERVICES AGREEMENT

This agreement (“Agreement”), with an effective date of _____, 2022, is by and between the City of Mobile, Alabama, a municipal corporation of the State of Alabama (“City”) and Volkert, Inc. (“Consultant”).

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1 SCOPE OF SERVICES

The assigned tasks and services of this agreement will focus on, but not be limited to, the following:

1. Identify project needs and requirements.
2. Participate with the City in responding to requirements and inquiries.
3. Assist the City with designing and implementing comprehensive, meaningful engagement and communication regarding project activities (e.g., compliance, permitting, project implementation, monitoring, adaptive management) as deemed appropriate and as directed by the City, which will include but is not limited to, citizens, local stakeholders, businesses, community organizations, government agencies, etc. This engagement process will drive design concepts.
4. Assist the City with integrating community engagement feedback and outcomes into design concepts.
5. Develop four unique design concepts based off initial City guidance, concepts to include cost estimates.
6. Identify and execute project related permitting. Participate in regulatory compliance and correspondence.
7. Coordinate with all utilities throughout design and during pre-bid.
8. Conduct all necessary surveys and geotechnical studies.
9. Prepare 30% plans, specifications and cost estimates as required by the Programs and Project Management Department.
10. Prepare 60% plans, specifications and cost estimates as required by the Programs and Project Management Department.
11. Prepare 90% plans, specifications and cost estimates as required by the Programs and Project Management Department.
12. Create bid documents as required by Programs and Project Management Department.
13. Prepare final plans and bid documents.
14. Assist City of Mobile with Pre-Bid and Bid Process.
15. Provide technical assistance during construction observation.
16. Selected consultant will be Engineer of Record throughout entire project, to include pre-construction, construction, and post-construction activity.

The services to be performed by Consultant under this Agreement (“Services” and “Deliverables”) shall be set forth in individual task orders using the general format set forth in Attachment A (“Task Orders”), attached hereto and incorporated herein by reference. Services will be provided for the benefit and at the direction of the City's Program and Project Management Department.

2 TASK ORDER PROCESS

2.1 Upon the request of City, Consultant shall prepare a Task Order containing an identification of the project (“Project”), description of the Services and Deliverables, compensation to be paid to Consultant for the performance of the Services (“Compensation”), and a proposed schedule for the performance (“Project Schedule”) for the Services.

2.2 Upon mutual agreement of the parties, the Task Order shall be finalized and executed by the parties. The effective date of the task order will be as set forth in the individual Task Order.

2.3 Changes to the Task Order shall be made in writing and signed by both parties, in accordance with Article 7 herein.

3 INVOICING AND PAYMENT

Consultant shall submit a separate invoice for each of the required Services and Deliverables, confirming completion, and the reimbursable expenses incurred. City shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to Consultant within thirty (30) calendar days from the date of Consultant's invoice.

Total payments issued under this Agreement shall not exceed \$1,000,000.00 (One Million Dollars). Services will be invoiced per the compensation method outlined under each task order or for hourly work based on the hourly rates set forth in Attachment D (2022 Fee Schedule).

4 PERIOD OF PERFORMANCE

4.1 This Agreement shall have an effective date as set forth above and shall remain in effect until May 31, 2023 unless terminated earlier pursuant to this Agreement.

4.2 The period of performance for the Services and Deliverables under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, Consultant shall, unless otherwise directed by City, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s) as may be further amended and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

5 CITY'S RESPONSIBILITIES

5.1 City shall designate a person to act as City's representative with respect to each Task Order. Such person will have authority to transmit instructions, receive information and interpret and define City's policies and decisions regarding the respective Task Order.

5.2 City shall furnish to Consultant all applicable information and technical data in City's possession or control reasonably requested by Consultant for the proper performance of the Services.

5.3 City shall arrange for access to provide Consultant information required to complete task.

6 CONSULTANT'S RESPONSIBILITIES

6.1 Subject to the written approval of the City, Consultant shall designate a project manager for the performance of Services and Task Orders. Such project manager, in addition to other duties and authorities, shall have complete authority to transmit instructions and receive information and requests from City regarding this Agreement, Services, and Task Orders. Consultant shall not substitute designated project managers without the prior written approval of the City. Consultant shall assign individuals with appropriate professional skills and training to perform the assigned task orders.

6.2 Consultant shall perform the Services as an independent contractor and not as City's agent or employee. Consultant shall be solely responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

6.3 Consultant will perform assigned professional services as prescribed in the identified Task Orders.

6.4 Consultant will be paid for services according to the Fee Schedule and outlined in tasks attached hereto.

7 CHANGE ORDERS

City or Consultant may, from time to time, request modifications or changes in the Services or Deliverables described in the Task Order. To the extent that the Services or Deliverables to be performed by Consultant have been affected by such change properly approved, Consultant's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order in the form of Attachment B, incorporated herein by reference, and executed by both parties.

8 FORCE MAJEURE

Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party.

9 RIGHTS IN DATA

All right, title and interest in and to the work products provided by Consultant to City shall be the property of City ("Work Product"). Methodologies, process know-how and other instruments of service used to prepare the Work Product shall remain the property of Consultant.

10 INSURANCE

10.1 Consultant will furnish to City copies of insurance certificates evidencing that it maintains the following coverage's while performing Services, subject to the terms and conditions of the policies:

<u>TYPE</u>	<u>AMOUNT</u>
Workers Compensation	Statutory
Employers' Liability	\$1,000,000 policy limit
Commercial General Liability	\$1,000,000
Automobile Liability	\$1,000,000
Professional Liability	\$1,000,000

10.2 Consultant will furnish City with certificates of insurance verifying the above referenced coverages and stating that the insurance carrier will provide City with thirty days prior written notice of insurance cancellation or reduction below the above listed requirements. A Waiver of Subrogation is required for Workers Compensation. Consultant shall cause City to be listed as an additional insured on the Commercial General Liability and the Automobile Liability insurance.

11 INDEMNITY

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

12 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

13 SUSPENSION

City may, at any time and without cause, suspend the Services of Consultant, or any portion thereof for a period of not more than 90 days by notice in writing to Consultant. Consultant shall resume the Services on receipt from City of a written notice of resumption of the Services. If such suspension causes an increase in Consultant's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

14 TERMINATION

City may terminate all or part of this Agreement for City's convenience by providing 10 days written notice to Consultant. In such event, Consultant will be entitled to Compensation for the Services completely and satisfactorily performed up to the effective date of termination.

15 NOTICE

Any notice or communication required or permitted by this Agreement shall be deemed sufficiently given if in writing and when delivered personally or 48 hours after deposit with a receipted commercial courier service or the U.S. Postal Service as registered or certified mail, postage prepaid, and addressed as follows:

CITY

City of Mobile

PO Box 1827, Mobile, Alabama 36633-1827 or

205 Government Street, 2nd Floor – South Tower, Mobile, Alabama 36604

Attn: Lance Slater

CONSULTANT

Volkert, Inc

1680B West 2nd Street,

Gulf Shores, Alabama 36542

Attn: Andrew James

or to such other address as the party to whom notice is to be given has furnished to the other party(ies) in the manner provided above.

16 SURVIVAL OF CONTRACT TERMINATION

The Articles relating to Indemnification, Data Rights, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

17 MISCELLANEOUS

17.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State of Alabama.

17.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, without the prior written consent of the other party.

17.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

17.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the parties any right or remedy under or by reason of this Agreement.

17.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

17.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver by that party of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

17.7 Venue, Jurisdiction and Process. The parties agree that any suit, claim, or other action or proceeding relating to or arising out of this Agreement or any Task Order, including without limitation for the interpretation, performance, enforcement or breach of this Agreement or any Task Order, shall be instituted only in the Circuit Court for Mobile County, Alabama, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may have under the laws of any state or otherwise in such proceeding.

17.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

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

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

17.11 Preparation of Agreement. All provisions of this Agreement have been subject to full and careful review by and negotiation between Consultant and City. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

17.12 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Agreement, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties pertaining to that subject matter.

17.13 Anti-Boycott. Consultant agrees and represents that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade. "

17.14 The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: <https://www.e-builder.net> . Firms, including subconsultants, shall use e-Builder as an essential component to project management with the City of Mobile.

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

City of Mobile:

Volkert, Inc.:

William S. Stimpson
Mayor, City of Mobile

By: 
Drew T. Davis

Title: Vice President

Attest:

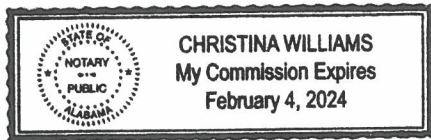
City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Drew T. Davis as Vice President of Volkert, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of Volkert, Inc.. Sworn to and subscribed for me this 9th day of June, 2022.


NOTARY PUBLIC

My Commission Expires: _____



Attachment A

TASK ORDER FOR PROFESSIONAL SERVICES

This Task Order is made this the ____ day of _____, 2022, by and between The City of Mobile _____ (“City”) and Volkert, Inc. (“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement (MSA) executed between the parties on the ____ day of _____, 2022, (“Agreement”), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is 2022-2045-03. The Consultant Job Number for this Task Order is T.O. 001. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.
2. The Services to be performed by Consultant under this Task Order are as follows:

The consultant will perform items 1, 2, 3, 4, and 8 as identified in the MSA generally including community and stakeholder engagement services and initial site surveys, environmental assessments, and cost-estimating. More specifically the work will include:

Visioning and Masterplan

Visioning and Master planning for Brookley by the Bay will focus on the following Goals:

1. Develop a vision and framework for the site
2. Develop immersive views to showcase how the plan will manifest itself on the ground
3. Engage the community in the design process
4. Develop phasing and implementation recommendations
5. Provide tools for continued stakeholder engagement and conduct concept presentations to key stakeholders as needed.

The visioning and master planning work will be performed concurrently with all other work and will commence at the notice to proceed. This will include kick-off and project startup, an existing conditions analysis incorporating information developed during field investigations, masterplan alternatives development, final masterplan development, and community engagement and workshops.

- **Subtask A – Mobilization and Kickoff (Volkert / Scape / Freddie Stokes)**

The project team will work with the CITY to develop a project management plan, schedule meeting cadences, and finalize the program schedule. Project team members will be authorized for phase one tasks during this task. This will precede field investigations and will include requests and compilation of all available mapping, prior site investigations, utility information, and prior environmental studies.

The anticipated deliverables for this phase include the project management plan, project quality assurance plan, data gap analysis, and minutes from each of the coordination meetings.

The following meetings are included in this subtask:

- One (1) 2-hour kickoff meeting
- Weekly 1-hour virtual team meetings

- **Subtask B – Existing Conditions Analysis (Volkert / Scape / Freddie Stokes)**

The project team will review existing planning and design studies for Brookley by the Bay. The team will develop mapping, sections, and diagrams to best understand the unique landscape to inform the design proposal and subsequent plan development. The analysis will assess the ecological systems, topography, hydrology of the bay, pedestrian and vehicular circulation, habitat, site historical uses, vegetative communities, stormwater and view sheds. This phase will also include a site visit by the project team to observe and collect site information.

The anticipated deliverable for this phase includes the development of an existing conditions packet that summarizes information gathered during this task.

This task will also include stakeholder interviews with key members and stakeholders selected by the CITY. Feedback received during these meetings will be incorporated into the masterplan documentation.

The following meetings are included in this subtask:

- Up to six (6) unique stakeholder meetings
- Up to two (2) presentations with the CITY.

- **Subtask C – Masterplan Alternatives Development (Volkert / Scape / Freddie Stokes)**

Through a collaborative process, the project team in coordination with the CITY will start by defining the project goals and objectives for the plan. While the plan goals will be aspirational to support the project vision, they will also be actionable in order to inform different design strategies and an implementation pathway.

The project team will develop an initial master plan for review with the CITY. The plan will provide a comprehensive urban design and landscape vision for the site that integrates and engages landscape horticulture, infrastructure, education, circulations, resilience, and tourism and economic development. The plan will be responsive to community engagement developed in Subtask E. The plan will be physical and spatial in nature but will address and engage the social and ecological dynamics of the site.

The anticipated deliverables for this task include:

- Review of project goals and objectives
- Review of project precedents
- System diagrams addressing circulation, programming, and stormwater management
- Four (4) concepts diagrams explaining the strategy (parti), each alternative will include:
 - One (1) illustrative site plan for each site design
 - One (1) section for each design
 - One (1) sketch perspective
- Executive Summary narrative outlining the masterplan goals and objectives and describing the details of the illustrative plan proposal
- Additional support diagrams to assist with the development and communication of the overall design as needed.

Physical models and presentation perspectives can be developed but are not included in this task. These can be provided to the CITY under a separate task order.

The following meetings are included in this task:

- Up to three (3) CITY meeting presentations
- Weekly 1-hour virtual team meetings

Cost estimates for each of the four (4) design alternatives developed under this subtask are included in Subtask F.

- **Subtask D –Final Masterplan (Volkert / Scape / Freddie Stokes)**

The project team will incorporate comments and feedback received and work with the CITY and community to select a preferred alternative for further development. During this task the project team will develop phasing, implementation, and funding recommendations for Brookley by the Bay preferred alternative.

The project team will work with the CITY to identify catalytic design moves for which the team will develop immersive views illustrating eye-level experiences while demonstrating how the design strategies developed in the plan meet the ground.

The final masterplan will include:

- Executive Summary Report

- Narrative Content
- Updated materials contained in the draft master plan report
- Supporting diagrams to convey phasing, funding, and implementation strategies
- Up to three (3) immersive views – presentation quality
- Appendices including existing conditions analysis and summary of comments received

The following meetings are included in this subtask:

- Two (2) CITY presentations
- Weekly 1-hour virtual team meetings

At the conclusion of Subtask D, an executive report, in PDF format including summary of site analysis, masterplan options, and illustrative materials depicting the preferred alternative will be submitted. The report will be suitable for assistance with implementation and fundraising purposes.

- **Subtask E – Community Engagement and Workshops (Volkert / Scape / Freddie Stokes)**

Community engagement will run concurrently with subtasks A through D. To support design services outlined for this task order CONSULTANT proposes three (3) workshops in Mobile or virtually over ZOOM during the project schedule. This will include representatives from the design team including Volkert, Scape, and Freddie Stokes. Additional Team members can be available upon request.

It is recommended that one (1) workshop be part of Subtask B; One (1) workshop will be part of Subtask C, and one (1) workshop will be part of Subtask D. The following meeting schedule is suggested:

- Subtask B: Workshop I: Initial Site Visit and Project Goal Setting
- Subtask C: Workshop II: Draft Masterplan Alternatives Review
- Subtask D: Workshop III: Visualizing the Masterplan

Examples of engagement workshops can be provided upon Request. Additional Engagement opportunities above and beyond the three (3) workshops outlined above can be performed under a separate task order and may include:

- Development of a project website, app, or podcast
- Onsite Festival or Bike Event
- Video Summary / Documentation

- **Subtask F – Cost Estimating and Budgeting (Volkert)**

Detailed cost estimates for each of the design Alternatives will be developed during Subtask C and D outlined above. Cost estimates will be based upon best available data including recent City, County, and State bid data. In the event recent bid data is not available for specific items of work, RS Means or vendor data may be used. Each cost estimate prepared will include references for sourcing of prices.

It is anticipated that cost estimates will be prepared for each of the alternates discussed in Subtask C and will be further refined and updated for Subtask D. A Final Cost Estimate for each of the project components will be developed at the conclusion of Subtask D.

It is anticipated that up to three (3) budgeting meetings will occur under this task and will occur concurrently Subtasks A-D.

Field Investigation

Generally, the field investigation work will include topographic survey, geotechnical sub-surface soil investigations, wetland delineations, and utility coordination. More Specifically Field Investigation will include:

- **Topographic Survey**

Topographic Survey of project limits is not included in this scope of work. The design team will utilize available LiDAR and bathymetric data for the Masterplanning phase. It is recommended that prior to final design an updated ground survey be performed.

- **Subtask G – Geotechnical Investigation (Thompson Engineering)**

Perform subsurface exploration within the project area, generally from Arlington Park to the southern property line using a standard penetration test (SPT) and cone penetration (CPT) rigs to gather information concerning the prevailing subsurface soil conditions.

Prepare a geotechnical report to summarize the study findings and provide preliminary-level geotechnical recommendations for civil site design and construction. Detailed geotechnical engineering for site enhancements will be provided under a separate task as those items are better known. More Specifically the scope includes:

1. A geotechnical engineer or his authorized representative will visit the project site to layout the boring locations.
2. Mobilize subsurface drilling equipment to perform six (6) SPT borings to depths of 40 feet and two (2) SPT borings to 100 feet. Soils will be sampled using standard penetration test (SPT) protocols in accordance with ASTM D-1586. Samples will be taken continuously for the top ten (10) feet of the boring and then every five (5) feet thereafter to the depth of the borehole. Undisturbed Shelby tube samples will be taken in cohesive soils in accordance with ASTM D-1587. Groundwater levels will be recorded when encountered in the boreholes in all the borings.
3. Mobile cone penetration test equipment to perform twenty-two (22) CPT soundings to a maximum depth of 40 feet and seven (7) CPT soundings to a depth of 100 feet. Soundings will be performed in accordance with applicable ASTMs
4. The recovered SPT soil samples will be placed in sealed containers and transported to our geotechnical laboratory. An experienced Geotechnical Engineer will visually classify all the recovered soil samples and stratify the borings. Samples will be retained in storage for 90 days after the date of geotechnical report publication.
5. Conduct a limited laboratory testing program of select soil samples obtained from the test borings. Laboratory testing may include grain size distribution, moisture content, and Atterberg Limits. The type and quantity of tests will be selected by the Geotechnical Engineer as appropriate.
6. Prepare a preliminary-level Geotechnical Engineering Report that summarizes the subsurface exploration activities as well as provides engineering evaluations, technical discussions, and preliminary level geotechnical engineering recommendations. The geotechnical report will address the project Objectives and will specifically include:
 - General Site Stratigraphy
 - General Construction Recommendations
 - General Civil Design Considerations
 - Geotechnical testing staff will be available for post-report consultations (via telephone or locally) to discuss the findings, conclusions and recommendations.
 - Currently, the site is covered with fields and some scattered trees. We understand that the boring locations at the site will be accessible by field equipment. It is further understood that the CITY will provide field personnel and equipment right of entry to the property and all CITY required work/excavation permits required to perform the work.
 - It is requested that the CITY identify and locate all existing, underground utilities or structures prior to the start of the field work. Additionally, CONSULTANT will contact Alabama One Call to locate public utilities at the site. The test locations will be

offset, if required, to avoid conflicts with existing overhead and buried utilities/structures or to offset safety exposure of the drill crew.

- A general boring layout which will provide general stratigraphy of the site will be provided prior to execution of the work. If soil conditions are found to vary significantly across the site, additional borings may be recommended.

- **Subtask H - Wetland Delineation and Jurisdictional Determination (Volkert)**

Delineate jurisdictional wetland areas between Arlington Park and the limits of the previous delineation performed for acquisition of the project site or approximately a 49-acre parcel. The wetland delineation will be done in accordance with the U.S. Army Corps of Engineers' 1987 Wetland Delineation Manual and the 2010 Regional Supplement. The scope of work is as follows:

- Review soil survey information, and available aerial photography,
- Determine if hydrology indicators, hydrophytic vegetation, hydric soils are present,
- Locate wetlands using a handheld GPS unit, Flag wetland areas,
- Complete Corps of Engineers Wetland Data Forms,
- Request that the Corps of Engineers verify the wetland jurisdictional determination for the delineated area and the areas previously delineated by Barry Vittor and Associates.

The wetland line is subject to change until final verification is received by the U.S. Army Corps of Engineers.

USACE Section 404 permitting and ADEM permitting are not included in this task order, permitting will be included in a later phase and once a preferred masterplan alternative is selected and permitting requirements are established.

- **Subtask I - Environmental Coordination (Moffatt & Nichol)**

Portions of the project area were acquired as part of a National Fish and Wildlife Foundation (NFWF) funded project. Ongoing coordination with NFWF regarding access and grant specific limitations associated with these resources is anticipated during this phase.

Project deliverables under this task include summary report of site limitations for the NFWF acquired wetlands and coordination on previously completed ESA's

The schedule for this work will run concurrently with other tasks under this task order.

WORK SCHEDULE

Immediately upon receipt of authorization to proceed and authorization to enter and work on the property, as described above, we will schedule the start of the field investigations. Below is a summary schedule of time to start and estimated time for completion for each of the major work items:

Field Investigation:

- Topographic Survey: 4 weeks / 4 weeks
- Geotechnical Site Investigations: 4 weeks / 6 weeks
- Wetland Delineation: 2 weeks / 2 weeks

Masterplanning

- Mobilization and Kickoff: 1 week / 1 week
- Existing Conditions Analysis: Completion of Task A / 5 - 10 weeks
- Masterplan Alternatives Development: Completion of Task B / 12 weeks
- Masterplan Refinement: Completion of Task C / 6 weeks
- Stakeholder Engagement: Concurrent with Tasks A-D
- Cost Estimating: Concurrent with Tasks A-D

The overall project schedule is 180 calendar days from the notice to proceed.

SCOPE OF SERVICES

The specific scope of work presented addresses the phase 1 tasks noted above: Additional items of work not detailed below necessary for the development of this project and required under the MSA will be performed under future phases. Additional items of work not covered by the MSA can be performed under a separate scope and fee.

4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is \$642,022.95, Six Hundred Forty-Two Thousand Twenty-Two and 95/100 Dollars.

5. Deliverables to be provided under this Task Order are noted under each of the sub task items noted above.

CITY

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment B

CHANGE ORDER____.

Contract No. _____
Change Order No. _____
Effective Date _____

In accordance with Article 7 of the Master Services Agreement dated _____, 20__
("Agreement") between the City of Mobile ("City") and _____
("Consultant"), this Change Order modifies the Agreement as follows:

1. Change in Services:

_____.

2. Change in time of Performance (attach schedule if appropriate):

_____.

3. Change in Consultant's Compensation:

_____.

All other terms and conditions remain unchanged.

CITY

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

This Task Order is made this the ____ day of _____, 2022, by and between The City of Mobile _____ (“City”) and Volkert, Inc. (“Consultant”) pursuant to the terms and conditions set forth in the Master Services Agreement executed between the parties on the ____ day of _____, 2022, (“Agreement”), which incorporated this Task Order by reference.

1. The Consultant Contract Number for this Task Order is 2022-2045-03. The Consultant Job Number for this Task Order is T.O.XX. The Consultant Contract Number and Job Number shall be referenced in each invoice submitted by Consultant to City under this Task Order.
2. The Services to be performed by Consultant under this Task Order are as follows:
3. The Project Schedule is as follows:
4. The Compensation to be paid to Consultant for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.
5. Deliverables to be provided under this Task Order are as follows:

CITY

CONSULTANT

Signature

Signature

Name (Printed or Typed)

Name (Printed or Typed)

Date

Date

Attachment D
 Brookley By the Bay Hourly Rate Schedule

POSITION	BILLING RATE W/O DIRECTS
Principal	\$242
Supervisor	\$246
Project Manager	\$210
Staff 2 Engineer	\$173
Staff 1 Engineer	\$113
Environmental	\$172
Senior Designer	\$130
Designer	\$120
Technician	\$119
Drafter	\$78
Bridge Inspector 2	\$136
Bridge Inspector 1	\$126
Administrative Assistant	\$89
2-Man Survey Crew	\$135
3-Man Survey Crew	\$215
4-Man Survey Crew	\$243
CEI Project Manager	\$111
CEI Senior Inspector	\$87
CEI Level 2 Inspector	\$72
CEI Level 1 Inspector	\$57

The rates listed above are for the year 2022. These rates shall be updated annually to account for changes in audited overhead and employee salaries.

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

SUMMARY OF PROFESSIONAL SERVICE FEE PROPOSAL		
TASK ORDER NO 1. - MASTERPLANNING, COMMUNITY ENGAGEMENT, GEOTECHNICAL, WETLAND DELINEATION		
SUBTASK	SERVICE DESCRIPTION	TOTAL COST
A	TOTAL KICKOFF AND MOBILIZATION COST →	\$ 12,881.49
B	TOTAL EXISTING CONDITIONS ANALYSIS COST →	\$ 67,379.19
C	TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →	\$ 180,071.19
D	TOTAL FINAL MASTERPLAN DEVELOPMENT COST →	\$ 109,994.89
E	TOTAL COMMUNITY ENGAGEMENT AND WORKSHOPS COST →	\$ 161,162.59
F	TOTAL COST ESTIMATING COST →	\$ 20,580.00
G	TOTAL GEO-TECHNICAL SERVICES COST →	\$ 58,300.00
H	TOTAL WETLAND DELINEATION COST →	\$ 6,833.60
I	TOTAL ENVIRONMENTAL COORDINATION COST →	\$ 24,820.00
TOTAL TASK ORDER 1 PROFESSIONAL SERVICES COST		\$642,022.95

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK A - MAN-HOUR ESTIMATE							
A	KICK OFF AND MOBILIZATION	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
A-1	Kick off & Owner Coordination Meetings	4	4					3
A-2	Project Managemnet Plan & Phase 1 Schedule		2	2				1
A-3	Compile available mapping, utilities, and environmental studies	2	2	4				1
TOTAL PRELIMINARY MAN-HOURS →		6	8	6	0	0	0	5

TASK	KICKOFF AND MOBILIZATION- PROPOSED FEE				
A	KICKOFF AND MOBILIZATION	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	6	\$ 210.00	\$ 1,260.00	
	Staff 2 Engineer - Roadway	8	\$ 173.00	\$ 1,384.00	
	Staff 1 Engineer - Roadway	6	\$ 113.00	\$ 678.00	
	Environmental Engineer / Scientist	0	\$ 172.00	\$ -	
	Technican	0	\$ 119.00	\$ -	
	Drafter	0	\$ 78.00	\$ -	
	Adminstrative Assistant	5	\$ 89.00	\$ 445.00	
TOTAL DIRECT LABOR				→	\$ 3,767.00
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	\$ 0.58	\$ 19.49
TOTAL OUT OF POCKET COST				→	\$ 19.49
SUB-CONSULTANTS					
A	SCAPE - KICKOFF AND MOBILIZATION			\$	9,095.00
SUBTOTAL SUBCONSULTANT COST				\$	9,095.00
TOTAL KICKOFF AND MOBILIZATION COST				→	\$ 12,881.49

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK B - MAN-HOUR ESTIMATE							
B	EXISTING CONDITIONS ANALYSIS	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
B-1	Coordinate aggregation of existing conditions data and development of existing conditions package	3	6	12	0			4
B-2	Prepare for and attend stakeholder meetings	16	16	16	0			4
B-3	Prepare for and attend presentations with the City	6	6	6	0			4
B-4	Project Management and QA reviews	6						
TOTAL PRELIMINARY MAN-HOURS →		31	28	34	0	0	0	12

TASK	EXISTING CONDITIONS ANALYSIS- PROPOSED FEE				
B	EXISTING CONDITIONS ANALYSIS	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	31	\$ 210.00	\$ 6,510.00	
	Staff 2 Engineer - Roadway	28	\$ 173.00	\$ 4,844.00	
	Staff 1 Engineer - Roadway	34	\$ 113.00	\$ 3,842.00	
	Environmental Engineer / Scientist	0	\$ 172.00	\$ -	
	Technican	0	\$ 119.00	\$ -	
	Drafter	0	\$ 78.00	\$ -	
	Adminstrative Assistant	12	\$ 89.00	\$ 1,068.00	
TOTAL DIRECT LABOR			→	\$ 16,264.00	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	\$ 0.58	\$ 19.49
TOTAL OUT OF POCKET COST			→	\$ 19.49	
SUB-CONSULTANTS					
B	SCAPE - EXISTING CONDITIONS ANALYSIS			\$ 51,095.70	
SUBTOTAL SUBCONSULTANT COST				\$ 51,095.70	
TOTAL EXISTING CONDITIONS ANALYSIS COST			→	\$ 67,379.19	

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK C - MAN-HOUR ESTIMATE							
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
C-1	Review project goals and objectives	2	2	2				
C-2	review project precedents	2	2	2				
C-3	System diagrams addressing circulation, programming, and stormwater management	2	12	16			12	
C-4	Develop Four (4) Concept Diagrams	2	16	24			18	
C-5	Develop Executive Summary Narrative	2						
C-6	Additional Support diagrams	2	8				18	
C-7	Meeting Presentations	8	8	8				12
C-8	Weekly Coordination Meetings	12	12					12
C-9	Project Management and QA Reviews	10						
TOTAL MASTEPLAN ALTERNATIVE MAN-HOURS →		42	60	52	0	0	48	24

TASK	MASTERPLAN ALTERNATIVES DEVELOPMENT- PROPOSED FEE				
C	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	42	\$ 210.00	\$ 8,820.00	
	Staff 2 Engineer - Roadway	60	\$ 173.00	\$ 10,380.00	
	Staff 1 Engineer - Roadway	52	\$ 113.00	\$ 5,876.00	
	Environmental Engineer / Scientist	0	\$ 172.00	\$ -	
	Drafter	48	\$ 78.00	\$ 3,744.00	
	Adminstrative Assistant	24	\$ 89.00	\$ 2,136.00	
TOTAL DIRECT LABOR →				\$	30,956.00
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	\$ 0.58	\$ 19.49
TOTAL OUT OF POCKET COST →				\$	19.49
SUB-CONSULTANTS					
C	SCAPE - MASTERPLAN ALTERNATIVES DEVELOPMENT			\$	149,095.70
SUBTOTAL SUBCONSULTANT COST				\$	149,095.70
TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST →				\$	180,071.19

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK D - MAN-HOUR ESTIMATE							
D	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
D-1	Establish Preferred Alternative	2	2	2				
D-2	Develop Phasing, implementation, and funding recommendations for the preferred alternative	2	2	2				
D-3	Develop Final masterplan including executive summary, narrative, updated supporting materials	2	16	16			24	
D-4	Develop up to three (3) immersive views	2	6				24	
D-5	Meeting Presentations	6	6	6				6
D-6	Weekly Coordination Meetings	6	6					6
D-7	Project Management and QA reviews	6						
TOTAL FINAL MASTERPLAN MAN-HOURS →		26	38	26	0	0	48	12

TASK	FINAL MASTERPLAN DEVELOPMENT- PROPOSED FEE				
D	FINAL MASTERPLAN DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	26	\$ 210.00	\$ 5,460.00	
	Staff 2 Engineer - Roadway	38	\$ 173.00	\$ 6,574.00	
	Staff 1 Engineer - Roadway	26	\$ 113.00	\$ 2,938.00	
	Environmental Engineer / Scientist	0	\$ 172.00	\$ -	
	Technican	0	\$ 119.00	\$ -	
	Drafter	48	\$ 78.00	\$ 3,744.00	
	Adminstrative Assistant	12	\$ 89.00	\$ 1,068.00	
TOTAL DIRECT LABOR			→	\$ 19,784.00	
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	\$ 0.58	\$ 19.49
TOTAL OUT OF POCKET COST			→	\$ 19.49	
SUB-CONSULTANTS					
D	SCAPE - FINAL MASTERPLAN DEVELOPMENT			\$ 90,191.40	
SUBTOTAL SUBCONSULTANT COST				\$ 90,191.40	
TOTAL FINAL MASTERPLAN DEVELOPMENT COST			→	\$ 109,994.89	

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK E - MAN-HOUR ESTIMATE							
E	FINAL MASTERPLAN	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technician	Drafter	Administrative Assistant
E-1	Task B Workshop I	12	12	12				
E-2	Task C Workshop II	12	12	12				
E-3	Task D Workshop III	12	12	12				
TOTAL PRELIMINARY MAN-HOURS →		36	36	36	0	0	0	0

TASK	COMMUNITY ENGAGEMENT AND WORKSHOPS- PROPOSED FEE				
E	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	36	\$ 210.00	\$	7,560.00
	Staff 2 Engineer - Roadway	36	\$ 173.00	\$	6,228.00
	Staff 1 Engineer - Roadway	36	\$ 113.00	\$	4,068.00
	Environmental Engineer / Scientist	0	\$ 172.00	\$	-
	Technican	0	\$ 119.00	\$	-
	Drafter	0	\$ 78.00	\$	-
	Adminstrative Assistant	0	\$ 89.00	\$	-
TOTAL DIRECT LABOR				→	\$ 17,856.00
Out of Pocket Costs					
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		2	16.8	\$ 0.58	\$ 19.49
TOTAL OUT OF POCKET COST				→	\$ 19.49
SUB-CONSULTANTS					
E	SCAPE - COMMUNITY ENGAGEMENT			\$	113,287.10
E	FREDDIE D. STOKES, ESQUIRE - COMMUNITY ENGAGEMENT			\$	30,000.00
SUBTOTAL SUBCONSULTANT COST				\$	143,287.10
TOTAL MASTERPLAN ALTERNATIVES DEVELOPMENT COST				→	\$ 161,162.59

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	TASK F - MAN-HOUR ESTIMATE							
F	Cost Estimating	Project Manager	Staff 2 Engineer	Staff 1 Engineer	Environmental Engineer / Scientist	Technican	Drafter	Administrative Assistant
F-1	Develop Order of Magnitude (OOM) for alternative masterplan elements	4	12	64				
F-2	Develop detailed cost estimate for Preferred Alternate	4	8	24				
F-3	Budgetting Meetings	6	6	6				
F-4	QA review of Cost Estimates	12						
TOTAL COST ESTIMATING MAN-HOURS →		26	26	94	0	0	0	0

TASK	COST ESTIMATING- PROPOSED FEE				
F	MASTERPLAN ALTERNATIVES DEVELOPMENT	Man-hour	Rate	COST	
	Labor Costs				
	Project Manager	26	\$ 210.00	\$	5,460.00
	Staff 2 Engineer - Roadway	26	\$ 173.00	\$	4,498.00
	Staff 1 Engineer - Roadway	94	\$ 113.00	\$	10,622.00
	Environmental Engineer / Scientist	0	\$ 172.00	\$	-
	Technican	0	\$ 119.00	\$	-
	Drafter	0	\$ 78.00	\$	-
	Adminstrative Assistant	0	\$ 89.00	\$	-
TOTAL DIRECT LABOR →			\$	20,580.00	
	Out of Pocket Costs				
	Travel Expenses (Mobile office to Project Site) (8.9 Miles 1-way)	Trips	Miles	Mileage Rate	Mileage Cost
		0	0	\$ 0.58	\$ -
TOTAL OUT OF POCKET COST →			\$	-	
TOTAL COST ESTIMATING COST →			\$	20,580.00	

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	GEO-TECHNICAL SERVICES SUB-CONSULTANT (THOMPSON ENGINEERING)	
G	GEO-TECHNICAL SERVICES	Cost
G-1	Soil Investigation and Site Geotechnical Report	\$ 58,300.00
SUBTOTAL SUBCONSULTANT COST		\$ 58,300.00
TOTALGEO-TECHNICAL SERVICES COST →		\$ 58,300.00

NTE

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	ENVIRONMENTAL PERMITTING ASSISTANCE - MAN-HOUR ESTIMATE									
H	ENVIRONMENTAL PERMITTING ASSISTANCE	Project Manager	Staff 2 Engineer Roadway	Staff 1 Engineer Roadway	Staff 2 Engineer Structural	Staff 1 Engineer Structural	Environmental Engineer / Scientist	Technician	Drafter	Administrative Assistant
H-1	Review Soil Survey Information and Aerial mapping	2					4			
H-2	Field Investigation (Determine if Hydrology, hydrophytic vegetation, and or hydric soils are present	2					12			
H-3	Locate wetlands using handheld GPS unit and flag wetland boundary	2					12			
H-4	Complete Corps of Engineers Wetland Data Forms	2					4			
H-5	Request Corps of Engineers Verify the Wetland Jurisdictional Determination for the project area	1					8			
TOTAL CONSTRUCTION ADMINISTRATION MAN-HOURS		9	0	0	0	0	28	0	0	0

TASK	WETLAND DELINEATION AND JURISDICTIONAL DETERMINATION- PROPOSED FEE			
H	ENVIRONMENTAL PERMITTING ASSISTANCE	Man-hour	Rate	COST
Labor Costs				
	Project Manager	9	\$ 210.00	\$ 1,890.00
	Staff 2 Engineer - Roadway	0	\$ 173.00	\$ -
	Staff 1 Engineer - Roadway	0	\$ 113.00	\$ -
	Staff 2 Engineer - Structural	0	\$ 173.00	\$ -
	Staff 1 Engineer - Structural	0	\$ 113.00	\$ -
	Environmental Engineer / Scientist	28	\$ 172.00	\$ 4,816.00
	Technician	0	\$ 119.00	\$ -
	Drafter	0	\$ 78.00	\$ -
	Administrative Assistant	0	\$ 89.00	\$ -
TOTAL DIRECT LABOR				→ \$ 6,706.00
Out of Pocket Costs				
	Travel Expenses (Gulf Shores office to Project Site) (55 Miles 1-way)	Trips	Miles	Mileage Rate
		2	110	\$ 0.58
				Mileage Cost
				\$ 127.60
TOTAL OUT OF POCKET COST				→ \$ 127.60
TOTAL ENVIRONMENTAL PERMITTING ASSISTANCE COST				→ \$ 6,833.60

PROJECT DESCRIPTION: BROOKLEY BY THE BAY

TASK	ENVIRONMENTAL COORDINATION SUB-CONSULTANT (MOFFATT & NICHOL)	
I	GEO-TECHNICAL SERVICES	Cost
I-1	ENVIRONMENTAL COORDINATION	\$ 24,820.00
	SUBTOTAL SUBCONSULTANT COST	\$ 24,820.00
	TOTAL ENVIRONMENTAL COORDINATION COST →	\$ 24,820.00

NTE

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

5/31/2022

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Sabrina Wynn PHONE (A/C, No, Ext): 470-785-2254 E-MAIL ADDRESS: Sabrina.Wynn@greyling.com FAX (A/C, No):														
INSURED Volkert, Inc. 11 N. Water Street, Suite 18290 Mobile, AL 36602	<table border="1"> <thead> <tr> <th data-bbox="803 420 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 420 1576 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 451 1437 483">INSURER A : Zurich American Insurance Co</td> <td data-bbox="1437 451 1576 483">16535</td> </tr> <tr> <td data-bbox="803 483 1437 514">INSURER B : Allied World Surplus Lines Ins</td> <td data-bbox="1437 483 1576 514">24319</td> </tr> <tr> <td data-bbox="803 514 1437 546">INSURER C :</td> <td data-bbox="1437 514 1576 546"></td> </tr> <tr> <td data-bbox="803 546 1437 577">INSURER D :</td> <td data-bbox="1437 546 1576 577"></td> </tr> <tr> <td data-bbox="803 577 1437 609">INSURER E :</td> <td data-bbox="1437 577 1576 609"></td> </tr> <tr> <td data-bbox="803 609 1437 638">INSURER F :</td> <td data-bbox="1437 609 1576 638"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Zurich American Insurance Co	16535	INSURER B : Allied World Surplus Lines Ins	24319	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER: 21-22****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO013838007	11/01/2021	11/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP013837907	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC013838107	11/01/2021	11/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liab incl Poll. Liab.			03129811	07/28/2021	07/28/2022	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Re: Brookley By the Bay.

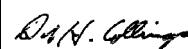
City of Mobile is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will provide 30 days' written notice (except 10 days for nonpayment of premium) (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of Mobile
 205 Government Street
 2nd Floor - South Tower
 Mobile, AL 36602-0001

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

AUTHORIZED REPRESENTATIVE



DESCRIPTIONS (Continued from Page 1)

to the Certificate Holder.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

Coverage Extension Endorsement



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP013837907	11/01/2021	11/01/2022	11/01/2021			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

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- All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

- 1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
- 2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

Blanket Notification to Others of Cancellation or Non-Renewal



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021	35266000	N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

- A.** If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:
1. Must be provided to us prior to cancellation or non-renewal;
 2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
 3. Must be in an electronic format that is acceptable to us.
- B.** Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:
1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
 2. At least 30 days prior to the effective date of:
 - a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
 - b. Non-renewal, but not including conditional notice of renewal.
- C.** Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
1. Extend the Coverage Part cancellation or non-renewal date;
 2. Negate the cancellation or non-renewal; or
 3. Provide any additional insurance that would not have been provided in the absence of this endorsement.
- D.** We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Policy No. GLO013838007

Effective Date: 11/01/2021

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or
- b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

- (1) Your ongoing operations, with respect to Paragraph 1.a. above; or
- (2) "Your work", with respect to Paragraph 1.b. above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph 1., insurance afforded to such additional insured:

- (a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

- a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or
- b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

- (1) Your acts or omissions; or
- (2) The acts or omissions of those acting on your behalf,

in the performance of:

- (a)** Your ongoing operations, with respect to Paragraph **2.a.** above; or
- (b)** "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

- (i)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
 - (ii)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.
- 3.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

- (1)** Your acts or omissions; or
- (2)** The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

- (a)** Only applies to the extent permitted by law;
 - (b)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and
 - (c)** Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.
- 4.** If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

- a.** Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or
- b.** With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

- (1)** Only applies to the extent permitted by law;
- (2)** Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;
- (3)** Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and
- (4)** Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

- B.** Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

- C.** Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

- (1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
- (2) We receive written notice of a claim or "suit" as soon as practicable; and
- (3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

- D.** Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

- E.** This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

- F.** Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations,
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.



ZURICH

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO013838007	11/01/2021	11/01/2022	11/01/2021		\$	\$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

As per written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement WC013838107

Effective Policy No. 11/01/2021

Endorsement No.

Insured Volkert, Inc.

Premium \$

Insurance Company

Countersigned by _____



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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


FORM 1: Background and Plan

Section I. Information about your company

Company	Volkert, Inc.
Address	1110 Montlimar Drive, Suite 1050 Mobile, AL 36670-0434
Telephone	251-342-1070
E-Mail	drew.davis@volkert.com

RFP/RFQ Solicitation Number	2022-2045-03
Project Description	
Is your company a DBE company?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Work force demographics	Male 911 Female 316 Minority 239 Non-minority 988 SDVO _____
Total #of Employees	1,227

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Drew T. Davis, PE, ENV SP
Signature:  Date: 4/4/2022
Title: Vice President

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

Name: Andrew James, PE Title: Project Manager
Email: andrew.james@volkert.com Phone: 251-968-7551 X 1457



OFFICE OF SUPPLIER DIVERSITY
CITY OF MOBILE

Subcontracting and Major Supplier Plan

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

FORM 1: Background and Plan (Cont'd)
Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company Volkert, Inc. Your Bid/Proposal Amount \$ T.O. 001 \$642,022.95 Date:
6 / 14 / 2022 Description Brookley By the Bay Project No. 2022-2045-03
Name of Bidder/Proposer: Volkert, Inc.

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

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	\$\$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
SCAPE Landscape Arch.	xxx	Master Plan/Design	\$412,764.90	64.2%	YES (LA)	
Thompson Engineering	xxx	Geotechnical/Survey	\$58,300	9.1%	NO	
Moffatt and Nichol	xxx	Environmental coordination	\$24,820	3.8%	NO	
Gant Group & Assoc.	xxx	Architecture	Not in this phase	3.8%	YES	
Freddie Stokes, ESQ	xxx	Community Engagement	\$30,000	4.6%	YES	

*We will work with the City to meet any DBE Goals associated with this project.



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

Form 2: Good Faith Effort Documentation

Name of Bidder: Volkert, Inc.
Contact Person: Andrew James, PE, Project Manager Phone 251-968-7551 X 1457 Email andrew.james@volkert.com

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

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



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

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

CONTRACT RECORDS:

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

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

Section 2(B)

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

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

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

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

OFFICE OF SUPPLIER DIVERSITY CITY OF MOBILE

Return to Office of Supplier Diversity
Via email: archimide.kidd@cityofmobile.org

DBE Compliance DBE UTILIZATION REPORT

P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:		Certified DBE:		YES	NO	Contract Start Date:	
DESCRIPTION:		Estimated Completion Date:					
This report is for the month of:		JAN		JULY		OCT	
(CHECK ONE):		FEB		AUG		NOV	
		MARCH		SEPT		DEC	
Original Contract Amount		Total Amount of Contract Changes (change orders or amendments)		Final Contract Amount (include contract changes)		Payments to Date from City of Mobile	
\$		\$		\$		OFFICE USE ONLY (Verification)	
Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.							
DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)		
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
		\$	\$	\$			
TOTALS		\$	\$	\$			

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY
CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____ (Title) _____ (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Thomas A. Hand (affiant) who, being duly sworn says as follows:

President/CEO of Volkert, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as CEO for Volkert, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

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

I further attest that said Volkert, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 105558

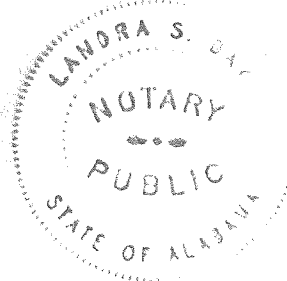
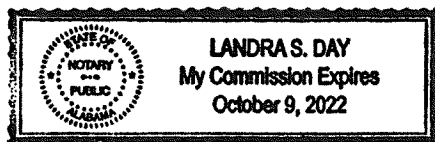
Thomas A. Hand

CEO of Volkert, Inc.

Sworn to and subscribed before me this the 13 day of June, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Landra S. Day
Signature and Seal of Notary Public





AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Ricardo Woods, Legal Dept.

Sponsored by:

Mayor Stimpson

Purpose and Scope of Project:

To settle a claim on personal property damage.

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION	Resolution Letter	6/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Kern, Chris	Approved	6/9/2022 - 2:48 PM
Mayors Office	Montgomery, Brandi	Approved	6/9/2022 - 3:37 PM
Legal	Kern, Chris	Approved	6/9/2022 - 2:48 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, a settlement agreement and release of claims arising out of the claim of Megan Anderson and Flagship Credit for personal property damage, a copy of which settlement agreement will be filed in the Office of the City Clerk.

Adopted:

City Clerk



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Vernon Demetrius King

Amount of Contract:

n/a

Effective Date of Contract:

6/28/2022

Funding Source

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

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment REDUCE n/a INCREASE n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - King	Resolution Letter	6/16/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	6/16/2022 - 9:33 AM
			6/16/2022 -

Legal
Mayors
Office

Kern, Chris
Montgomery, Brandi

Approved
Approved

10:27 AM
6/16/2022 - 3:55
PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Vernon Demetrius King, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P005\00108167.doc



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Mayor Stimpson

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

6/23/2022 -
11:10 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Council District 1	Cory Penn	9 cases
Council District 2	Levon Manzie	3 cases
Council District 3	C J Small	3 cases
Council District 4	Ben Reynolds	1 case
Council District 5	Joel Daves	2 cases
Council District 6	Scott Jones	0 cases
Council District 7	Gina Gregory	1 case

Purpose and Scope of Project:

Declare weeds noxious, Group 1630

Effective Date of Contract:

6/28/2022

Funding Source

Project # Weed Lien Group 1630

Discretionary Funds

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
Declare weeds noxious, Group 1630	Backup Material	6/23/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Gauthier, Lana	Approved	6/23/2022 - 1:40 PM



MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Program Coordinator

A handwritten signature in black ink, appearing to be 'GJ', is written over the name Gary Jackson.

DATE: June 23, 2022

SUBJECT: WEED LIEN GROUP 1630

Attached, please find Assessment Lists for Weed Lien Group Number 1630 to Acts of Alabama Number 329, adopted April 28, 1988 and Municipal Ordinance Number 65-048, adopted December 5, 2017 the following Resolution Dates are established:

FIRST RESOLUTION (PUBLIC NUISANCE RESOLUTION):

6/28/2022

SECOND RESOLUTION (ABATEMENT/PUBLIC HEARING):

8/2/2022

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

*****FOR LOT CLEANING OFFICE USE*****

NUISANCE PHOTOS (DATED):

6/30/2022

LEGAL NOTICE DUE TO MOBILE PRESS REGISTER:

7/14/2022

LEGAL NOTICE ADS:

7/20/2022-7/27/2022

POSTING DATE:

7/26/2022

Copy to: Marchetta Taite

MT 6.23.22

		WEED LIEN				
		1630			Res. No.	
6/28/2022		LOTS TO BE DECLARED			58-	
8/2/2022		LOTS FOR PUBLIC HEARING			58-	
//2022		LOTS TO BE ASSESSED FOR COST			58-	
				Amount	Dis	N/A
No.	Address	SRO No.	CASE #	Assessed		CBO
1	2466 Bragdon Ave	27075	19426		1	
2	610 Good Pay St	18119	19427		2	
3	2464 Bragdon Ave	18212	19428		1	
4	608 Good Pay St	18155	19429		2	
5	907 Super St	27359	19430		1	
6	2766 Lecren St	27347	19431		1	
7	1621 Levene Rd	17860	19432		3	
8	1625 Levene Rd	17857	19433		3	
9	1209 Hercules St	18752	19434		2	
10	3451 Georgia Pacific Ave	18713	19435		1	
11	6522 Grace St	18126	19436		7	
12	1356 Stewart Ave	27720	19437		3	
13	2308 Cecelia St	27136	19438		1	
14	0 Next St	18552	19439		1	
	Par No. (29 02 44 0 013 373.XXX)					
15	1656 Cheshire Dr E	27278	19440		4	
16	204 Durant St	27253	19441		1	
17	871 Banneker St	27309	19442		1	
18	840 W I-65 Service Rd	15294	19443		5	
19	836 W I-65 Service Rd	19293	19444		5	
				\$ -		
District total for this group		Numbers of lots cut				
1	9		1			
2	3		2			
3	3		3			
4	1		4			
5	2		5			
6	0		6			
7	1		7			
	19		0			
*ADD Added in from other Groups		*CBC Cut By Contractor				
*CBO Cut By Owner		*UDL Undeveloped Lot				
*N/A Taken out by Inspector						

Gary [Signature] 4/25/22

Marchion Jantz 4.23.22



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH THE 3RD ANNUAL WALK-THROUGH VIVIAN'S DOOR MARKET FESTIVAL TO BE HELD ON JULY 16, 2022

Amount of Contract:

\$1,000.00

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	6/23/2022 - 11:12 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED FOR THE 24TH ANNUAL GULF COAST ETHNIC & JAZZ FESTIVAL 2022 ALL IN DOWNTOWN MOBILE

Amount of Contract:

\$1,000.00

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	6/23/2022 - 11:37 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:

FUNDS WILL BE USED TO HELP WITH THE FRONT ENTRANCE MARKERS
WITH LIGHTING ON LEFLORE DRIVE

Amount of Contract:

\$3,500.00

Funding Source

Project # DSC-07 - 10041020-42080

Discretionary Funds DSC-07

Project String

Contract Number:

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

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
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REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	6/23/2022 - 11:27 AM



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase orders for fuel.

General fund.

Amount of Contract:

Total of all is \$917,335.85

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220617 Agenda Package	Cover Memo	6/20/2022
Fuel POs		

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/23/2022 - 2:22 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, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
<u>10997</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>10998</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>10999</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11001</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11003</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11015</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION

<u>11016</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11017</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11018</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11020</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11021</u>	2022	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11022</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION
<u>11024</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION
<u>11025</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION
<u>11026</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION
<u>11028</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION

<u>11029</u>	2022	(2050) FLEET MANAGEMENT GARAGE	MOTOR POOL UNLEADED FUEL (SEALED BID 5624)	\$26,634.56	(279229) PETROLEUM TRADERS CORPORATION
<u>11030</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$26,596.67	(279229) PETROLEUM TRADERS CORPORATION
<u>11031</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$26,596.67	(279229) PETROLEUM TRADERS CORPORATION
<u>11032</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$26,596.67	(279229) PETROLEUM TRADERS CORPORATION
<u>11033</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$26,596.67	(279229) PETROLEUM TRADERS CORPORATION
<u>11034</u>	2022	(2050) FLEET MANAGEMENT GARAGE	LANGAN PARK UNLEADED FUEL (SEALED BID 5624)	\$26,596.67	(279229) PETROLEUM TRADERS CORPORATION
<u>11035</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11036</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11037</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11038</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION

<u>11039</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11301</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT UNLEADED FUEL (SEALED BID 5624)	\$30,867.74	(279229) PETROLEUM TRADERS CORPORATION
<u>11304</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION
<u>11305</u>	2022	(2050) FLEET MANAGEMENT GARAGE	4 TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	\$35,625.00	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

City Clerk

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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010997-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
=====	Page 1

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number
Date Required	Ship Via
Terms	Department
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06/13/22	279229
	FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	3.75000	30825.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	8220.00 EACH	0.00520	42.74
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010997-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	30867.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

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Bill To	Requisition 00010997-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010998-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8220.00 3.75000 30825.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	8220.00	0.00520	42.74
		EACH		
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010998-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 30867.74

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00010998-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/13/22	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010999-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	3.75000	30825.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8220.00 EACH	0.00520	42.74
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00010999-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	30867.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00010999-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

<p>=====</p> <p>Bill To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>	<p>Requisition 00011001-00 FY 2022</p> <p>Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.</p> <p>Review: Buyer: 9105neej</p> <p>Status: Approved</p> <p>Page 1</p>
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<p>Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY</p> <p>FORT WAYNE, IN 46804</p> <p>Tel#800-348-3705 Fax 260-203-3820</p>	<p>Ship To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	3.75000	30825.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
<p>Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604</p>				
002	MARGIN PRICE	8220.00 EACH	0.00520	42.74
<p>Vendor Item Inventory Item/Loc 7982</p>				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011001-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 30867.74

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011001-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011003-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8220.00 3.75000 30825.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	8220.00	0.00520	42.74
		EACH		
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011003-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	30867.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.		
FLEET MANAGEMENT EXP	30867.74	76919.89
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011003-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011015-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	4.75000	35625.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011015-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	35625.00	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011015-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

<p>=====</p> <p>Bill To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>	<p>Requisition 00011016-00 FY 2022</p> <p>Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.</p> <p>Review: Buyer: 9105neej</p> <p>Status: Approved</p> <p>Page 1</p>
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<p>Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY</p> <p>FORT WAYNE, IN 46804</p> <p>Tel#800-348-3705 Fax 260-203-3820</p>	<p>Ship To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	4.75000	35625.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH				
Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011016-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 35625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	35625.00	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011016-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
=====	=====

Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011017-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS	7500.00	4.75000	35625.00
	PRICE.	GALLON		
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
Delivery Reference				
WILLIAM BUSH				
Deliver To				
MUNICIPAL GARAGE				
770 GAYLE STREET				
MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
		EACH		
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011017-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.		
FLEET MANAGEMENT EXP	35625.00	76919.89
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011017-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
=====	Page 3

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011018-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00	4.75000	35625.00
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011018-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total 35625.00

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	35625.00	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011018-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011020-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00	4.75000	35625.00
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604				
002	MARGIN PRICE	7500.00	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011020-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.		
FLEET MANAGEMENT EXP	35625.00	76919.89
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011020-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MUNICIPAL GARAGE
 770 GAYLE STREET

MOBILE, AL 36604

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/13/22	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

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

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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011021-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
	Page 1
=====	=====

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET

MOBILE, AL 36604

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE
-----	-----	-----	-----	-----	-----

LN Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AL. STATE CONTRACT #T104. DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7500.00 GALLON	4.75000	35625.00
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1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
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Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
WILLIAM BUSH

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7500.00 EACH	0.00000	0.00
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1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00
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Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011021-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	35625.00	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011021-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011022-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	7030.00 GALLON	3.75000	26362.50
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26362.50
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7030.00 EACH	0.03870	272.06
1	1000.40.20.2070.2050.2070.0000.0000.45020.			272.06

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011022-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26634.56
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26634.56	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011022-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011024-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE	7020.00	0.03870	271.67
		EACH		
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011024-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011024-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011025-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	7020.00	3.75000	26325.00
	Vendor Item			
	Inventory Item/Loc 14054			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE	7020.00	0.03870	271.67
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011025-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011025-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011026-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011026-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

<p>=====</p> <p>Bill To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>	<p>Requisition 00011026-00 FY 2022</p> <p>Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.</p> <p>Review:</p> <p>Buyer: 9105neej</p> <p>Status: Approved</p> <p>=====</p>	<p>Page 3</p>
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<p>Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY</p> <p>FORT WAYNE, IN 46804</p> <p>Tel#800-348-3705 Fax 260-203-3820</p>	<p>Ship To MOTOR POOL 745 BROAD STREET</p> <p>MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To MOTOR POOL 745 BROAD STREET</p> <p>MOBILE, AL 36604</p>
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011028-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011028-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011028-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011029-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604				
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011029-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Delivery Reference WILLIAM BUSH Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011029-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 MOTOR POOL
 745 BROAD STREET

MOBILE, AL 36604

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011030-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7020.00 EACH	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011030-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011030-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011031-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7020.00	0.03870	271.67
		EACH		
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011031-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011031-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011032-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7020.00	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011032-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011032-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____ Date: _____ <div style="text-align: center; margin-top: 5px;">Signature</div>			

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011033-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7020.00	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011033-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011033-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 LANGAN PARK DELIVERIES TO SAGE
 48 N. SAGE AVE.

MOBILE, AL 36607

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011034-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 7020.00 3.75000 26325.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			26325.00
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607				
002	MARGIN PRICE	7020.00	0.03870	271.67
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			271.67

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011034-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607 Delivery Reference WILLIAM BUSH Deliver To LANGAN PARK DELIVERIES TO SAGE 48 N. SAGE AVE. MOBILE, AL 36607			

[Requisition Link](#)

Requisition Total	26596.67
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	26596.67	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011034-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
	Page 3
=====	=====

Vendor
PETROLEUM TRADERS CORPORATION
7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
Fax 260-203-3820

Ship To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607
BUSHW@CITYOFMOBILE.ORG

Delivery Reference
WILLIAM BUSH

Deliver To
LANGAN PARK DELIVERIES TO SAGE
48 N. SAGE AVE.

MOBILE, AL 36607

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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011035-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8220.00 3.75000 30825.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	8220.00	0.00520	42.74
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011035-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total	30867.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011035-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____ Date: _____ <div style="display: flex; justify-content: space-around; width: 100%;"> Signature </div>			

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011036-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8220.00 3.75000 30825.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	8220.00	0.00520	42.74
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011036-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total 30867.74

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011036-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

<p>=====</p> <p>Bill To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>	<p>Requisition 00011037-00 FY 2022</p> <p>Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.</p> <p>Review: Buyer: 9105neej</p> <p>Status: Approved</p> <p>Page 1</p>
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<p>Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY</p> <p>FORT WAYNE, IN 46804</p> <p>Tel#800-348-3705 Fax 260-203-3820</p>	<p>Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD</p> <p>MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD</p> <p>MOBILE, AL 36608</p>
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624.				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8220.00 GALLON	3.75000	30825.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
<p>Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608</p>				
002	MARGIN PRICE	8220.00 EACH	0.00520	42.74
<p>Vendor Item Inventory Item/Loc 7982</p>				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011037-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
---	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total 30867.74

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011037-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 3
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

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

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011038-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
--	---

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8220.00 3.75000 30825.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30825.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	8220.00	0.00520	42.74
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.74

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011038-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total	30867.74
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30867.74	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

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Bill To	Requisition 00011038-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
=====	=====

Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/13/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011039-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624				
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8200.00 GALLON	3.75000	30750.00
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30750.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	8200.00 EACH	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011039-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 30792.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	30792.64	76919.89
FLEET MANAGEMENT EXP		FUEL & LUBRICANTS

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011039-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/13/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Authorized By: _____ Date: _____ <div style="text-align: center; margin-top: 10px;">Signature</div>			

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011301-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

BID #5624. 001 FUEL UNLEADED GASOLINE, 87 OCTANE, 8200.00 3.75000 30750.00 OPIS PRICE. GALLON Vendor Item Inventory Item/Loc 14054				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			30750.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	8200.00	0.00520	42.64
Vendor Item Inventory Item/Loc 7982				
1	1000.40.20.2070.2050.2070.0000.0000.45020.			42.64

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011301-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 30792.64

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

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.		
	30792.64	76919.89
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

<p>=====</p> <p>Bill To MUNICIPAL GARAGE 770 GAYLE STREET</p> <p>MOBILE, AL 36604</p>	<p>Requisition 00011301-00 FY 2022</p> <p>Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020.</p> <p>Review:</p> <p>Buyer: 9105neej</p> <p>Status: Approved</p> <p style="text-align: right;">Page 3</p>
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<p>=====</p> <p>Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY</p> <p>FORT WAYNE, IN 46804</p> <p>Tel#800-348-3705 Fax 260-203-3820</p>	<p>Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD</p> <p>MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG</p> <p>Delivery Reference WILLIAM BUSH</p> <p>Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD</p> <p>MOBILE, AL 36608</p>
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
<p>Authorized By: _____ Date: _____</p> <p style="text-align: center;">Signature</p>			

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011304-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00	4.75000	35625.00
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To				
POLICE 4TH PRECINCT				
8080 AIRPORT BLVD				
MOBILE, AL 36608				
Delivery Reference				
WILLIAM BUSH				
Deliver To				
POLICE 4TH PRECINCT				
8080 AIRPORT BLVD				
MOBILE, AL 36608				
002	MARGIN PRICE	7500.00	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011304-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	35625.00	76919.89
FLEET MANAGEMENT EXP		
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

=====	=====
Bill To	Requisition 00011304-00 FY 2022
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved
	Page 3
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Vendor
 PETROLEUM TRADERS CORPORATION
 7120 POINTE INVERNESS WAY

FORT WAYNE, IN 46804

Tel#800-348-3705
 Fax 260-203-3820

Ship To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608
 BUSHW@CITYOFMOBILE.ORG

Delivery Reference
 WILLIAM BUSH

Deliver To
 POLICE 4TH PRECINCT
 8080 AIRPORT BLVD

MOBILE, AL 36608

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Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
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06/16/22	279229				FLEET MANAGEMENT-GARAGE
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LN Description / Account	Qty	Unit Price	Net Price
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Authorized By: _____ Date: _____
 Signature

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011305-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 1
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				
AL. STATE CONTRACT #T104.				
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE.	7500.00	4.75000	35625.00
	Vendor Item			
	Inventory Item/Loc 5295			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			35625.00
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608				
002	MARGIN PRICE	7500.00	0.00000	0.00
	Vendor Item			
	Inventory Item/Loc 7982			
1	1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011305-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved	Page 2
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Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

LN Description / Account	Qty	Unit Price	Net Price
Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

[Requisition Link](#)

Requisition Total	35625.00
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.		
FLEET MANAGEMENT EXP	35625.00	76919.89
FUEL & LUBRICANTS		

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

Activity	Date	Clerk	Comment
Approved	06/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	06/16/22	DONALD ROSE	Auto approved by: 9105neej
Approved	06/16/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	06/16/22	JOHN PAINE	Auto approved by: 9105neej
Approved	06/16/22	JAMES NEESE JR	

Bill To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Requisition 00011305-00 FY 2022 Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved
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Page 3

Vendor PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 BUSHW@CITYOFMOBILE.ORG Delivery Reference WILLIAM BUSH Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/16/22	279229				FLEET MANAGEMENT-GARAGE

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



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 180000000002

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2017

Procurement Folder: 368619

Expiration Date: 09/30/2022

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 08/03/21

Version Number: 6

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton

2604326622

Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 AUTAUGA, GASOLINE, 8,200 > GALLONS
 AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	\$0.002100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 AUTAUGA, DIESEL, 7,500 > GALLONS
 AUTAUGA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	\$0.002300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BALDWIN, DIESEL, 7,500 > GALLONS
 BALDWIN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	\$0.018500	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BARBOUR, GASOLINE, 8,200 > GALLONS
 BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	\$0.036500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BARBOUR, DIESEL, 7,500 > GALLONS
 BARBOUR, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BIBB, GASOLINE, 8,200 > GALLONS
 BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BLOUNT, GASOLINE, 8,200 > GALLONS
 BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BLOUNT, DIESEL, 7,500 > GALLONS
 BLOUNT, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
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COMMODITY / SERVICE INFORMATION

9	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00
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40515 - Gasoline, Automotive
 BULLOCK, GASOLINE, 8,200 > GALLONS
 BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BULLOCK, DIESEL, 7,500 > GALLONS
 BULLOCK, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 BUTLER, GASOLINE, 8,200 > GALLONS
 BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 BUTLER, DIESEL, 7,500 > GALLONS
 BUTLER, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CALHOUN, GASOLINE, 8,200 > GALLONS
 CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	\$0.007700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CALHOUN, DIESEL, 7,500 > GALLONS
 CALHOUN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	\$0.025900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHAMBERS, DIESEL, 7,500 > GALLONS
 CHAMBERS, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHEROKEE, GASOLINE, 8,200 > GALLONS
 CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	\$0.023600	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
 CHEROKEE, DIESEL, 7,500 > GALLONS
 CHEROKEE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHILTON, GASOLINE, 8,200 > GALLONS
 CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	\$0.012200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHILTON, DIESEL, 7,500 > GALLONS
 CHILTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	\$0.018900	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CHOCTAW, GASOLINE, 8,200 > GALLONS
 CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CHOCTAW, DIESEL, 7,500 > GALLONS
 CHOCTAW, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLAY, GASOLINE, 8,200 > GALLONS
 CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 CLAY, DIESEL, 7,500 > GALLONS
 CLAY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 CLEBURNE, GASOLINE, 8,200 > GALLONS
 CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	\$0.013600	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	\$0.015200	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	\$0.032800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	\$0.007300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	\$0.030300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	\$0.032700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	\$0.042400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

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COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	\$0.001600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	\$0.017100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0135).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	\$0.006900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	\$0.017600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	\$0.035500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
DALLAS, GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	\$0.015700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	\$0.022200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive DEKALB, GASOLINE, 8,200 > GALLONS DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) DEKALB, DIESEL, 7,500 > GALLONS DEKALB, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ELMORE, GASOLINE, 8,200 > GALLONS ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0108).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	\$0.034200	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ESCAMBIA, DIESEL, 7,500 > GALLONS ESCAMBIA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive ETOWAH, GASOLINE, 8,200 > GALLONS ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0132).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	\$0.007100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) ETOWAH, DIESEL, 7,500 > GALLONS ETOWAH, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FAYETTE, GASOLINE, 8,200 > GALLONS FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0034).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	\$0.023800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FAYETTE, DIESEL, 7,500 > GALLONS FAYETTE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	\$0.000500	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive FRANKLIN, GASOLINE, 8,200 > GALLONS FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	\$0.022800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) FRANKLIN, DIESEL, 7,500 > GALLONS FRANKLIN, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	\$0.042900	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GENEVA, DIESEL, 7,500 > GALLONS GENEVA, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive GREENE, GASOLINE, 8,200 > GALLONS GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0065).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	\$0.021100	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) GREENE, DIESEL, 7,500 > GALLONS GREENE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HALE, GASOLINE, 8,200 > GALLONS HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0057).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	\$0.021800	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HALE, DIESEL, 7,500 > GALLONS HALE, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	\$0.033100	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HENRY, GASOLINE, 8,200 > GALLONS HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	\$0.032300	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HENRY, DIESEL, 7,500 > GALLONS HENRY, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	\$0.039200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive HOUSTON, GASOLINE, 8,200 > GALLONS HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	\$0.039400	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) HOUSTON, DIESEL, 7,500 > GALLONS HOUSTON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	\$0.016200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JACKSON, GASOLINE, 8,200 > GALLONS JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	\$0.027500	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JACKSON, DIESEL, 7,500 > GALLONS JACKSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive JEFFERSON, GASOLINE, 8,200 > GALLONS JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS Vendor Must Deduct \$0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0335).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00
4050935 - DIESEL FUEL, MOTOR FUEL) JEFFERSON, DIESEL, 7,500 > GALLONS JEFFERSON, DIESEL FUEL CLEAR OR DYED: 7,500 > GALLONS Vendor Must Deduct \$0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0148).								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	\$0.009200	\$0.00			\$0.00	\$0.00
40515 - Gasoline, Automotive LAUDERDALE, GASOLINE, 8,200 > GALLONS LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	\$0.032500	\$0.00			\$0.00	\$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	\$0.015300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	\$0.021500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct \$0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

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40515 - Gasoline, Automotive
 MACON, GASOLINE, 8,200 > GALLONS
 MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	\$0.014700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MACON, DIESEL, 7,500 > GALLONS
 MACON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MADISON, GASOLINE, 8,200 > GALLONS
 MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	\$0.019000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MADISON, DIESEL, 7,500 > GALLONS
 MADISON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	\$0.029800	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MARENGO, GASOLINE, 8,200 > GALLONS
 MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	\$0.010700	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARENGO, DIESEL, 7,500 > GALLONS
 MARENGO, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MARION, GASOLINE, 8,200 > GALLONS
 MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	\$0.016600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARION, DIESEL, 7,500 > GALLONS
 MARION, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

COMMODITY / SERVICE INFORMATION

MARSHALL, GASOLINE, 8,200 > GALLONS
 MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	\$0.013000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MARSHALL, DIESEL, 7,500 > GALLONS
 MARSHALL, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MOBILE, DIESEL, 7,500 > GALLONS
 MOBILE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	\$0.027600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONROE, DIESEL, 7,500 > GALLONS
 MONROE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MONTGOMERY, GASOLINE, 8,200 > GALLONS
 MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	\$0.000600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MONTGOMERY, DIESEL, 7,500 > GALLONS
 MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 MORGAN, GASOLINE, 8,200 > GALLONS
 MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	\$0.015900	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 MORGAN, DIESEL, 7,500 > GALLONS
 MORGAN, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	\$0.002000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 PERRY, GASOLINE, 8,200 > GALLONS
 PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	\$0.030800	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PERRY, DIESEL, 7,500 > GALLONS
 PERRY, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PICKENS, GASOLINE, 8,200 > GALLONS
 PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	\$0.027200	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PICKENS, DIESEL, 7,500 > GALLONS
 PICKENS, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	\$0.000700	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 PIKE, GASOLINE, 8,200 > GALLONS
 PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	\$0.016000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 PIKE, DIESEL, 7,500 > GALLONS
 PIKE, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 RANDOLPH, GASOLINE, 8,200 > GALLONS
 RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	\$0.017500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 RANDOLPH, DIESEL, 7,500 > GALLONS
 RANDOLPH, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 ST. CLAIR, GASOLINE, 8,200 > GALLONS

COMMODITY / SERVICE INFORMATION

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

ST. CLAIR, DIESEL, 7,500 > GALLONS

ST. CLAIR, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SHELBY, GASOLINE, 8,200 > GALLONS

SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SHELBY, DIESEL, 7,500 > GALLONS

SHELBY, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0058).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	\$0.019300	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

SUMTER, GASOLINE, 8,200 > GALLONS

SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

SUMTER, DIESEL, 7,500 > GALLONS

SUMTER, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Vendor Must Deduct \$0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive

TALLADEGA, GASOLINE, 8,200 > GALLONS

TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Vendor Must Deduct \$0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	\$0.004400	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

TALLADEGA, DIESEL, 7,500 > GALLONS

TALLADEGA, DIESEL FUEL CLEAR OR DYED:

7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	\$0.005000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
 TALLAPOOSA, GASOLINE, 8,200 > GALLONS
 TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	\$0.020600	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TALLAPOOSA, DIESEL, 7,500 > GALLONS
 TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 TUSCALOOSA, GASOLINE, 8,200 > GALLONS
 TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	\$0.011300	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 TUSCALOOSA, DIESEL, 7,500 > GALLONS
 TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WALKER, GASOLINE, 8,200 > GALLONS
 WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WALKER, DIESEL, 7,500 > GALLONS
 WALKER, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS
 Vendor Must Deduct \$0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	\$0.013100	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WASHINGTON, DIESEL, 7,500 > GALLONS
 WASHINGTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	\$0.014600	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WILCOX, GASOLINE, 8,200 > GALLONS
 WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	\$0.032000	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
 WILCOX, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	\$0.000000	\$0.00			\$0.00	\$0.00

40515 - Gasoline, Automotive
 WINSTON, GASOLINE, 8,200 > GALLONS
 WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
 Vendor Must Deduct \$0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-\$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	\$0.006500	\$0.00			\$0.00	\$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
 WINSTON, DIESEL, 7,500 > GALLONS
 WINSTON, DIESEL FUEL CLEAR OR DYED:
 7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 FUEL PRICING, GASOLINE & DIESEL FUEL
 FUEL PRICING, GASOLINE AND DIESEL FUEL

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		\$0.000000	\$0.00			\$0.00	\$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
 TAXES / FEES FEDERAL/STATE/LOCAL
 TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

	Document Phase	Document Description	Page 17
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/mailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

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

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

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Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

***** Important Agency Instructions *****

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include "Margin over OPIS". A fuel report will be prepared by State Purchasing based off the "Rack AVG" pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

***** Source of Fuel Report figures *****

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"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

	Document Phase	Document Description	Page 21
1800000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

	Document Phase	Document Description	Page 22
1800000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

	Document Phase	Document Description	Page 23
180000000002	Final	GASOLINE & DIESEL FUEL	Total Pages: 23

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

.....Gasoline.....Diesel	
AL Excise..... 0.1800.....\$0.1900*	
AL Inspection..... \$0.0200.....Exempt	
.....or \$0.0200**	
Federal Oil Spill.....\$0.0019.....\$0.00214	
Liability	
Federal Lust.....\$0.0010.....\$0.0010	
AL Import Fee.....N/A.....\$0.0075	

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov’t agencies pay \$0.02 per gallon. State agencies and
Other gov’t agencies pay \$0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

**GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

**DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)**

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

**GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY**

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL **	.3825
OAGG, INC	3.9755

**** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.**

SEALED BID

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) 208-7434Purchasing Department
and Package Delivery:Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644READ TERMS AND CONDITIONS
ON REVERSE SIDE OF THIS PAGE
BEFORE BIDDING

Typed by: ms Buyer: 007

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

DATE 10/14/2021	BID NO. 5624	DEPARTMENT Various	Commodities to be delivered F.O.B. Mobile to: As Specified
--------------------	-----------------	-----------------------	---

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">FUEL</p> <p>The City of Mobile requests bids for: Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.</p> <p>Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.</p> <p>Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.</p> <p>Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.</p> <p>Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.</p> <p>The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.</p> <p>Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS BID
IN ENCLOSED ENVELOPE

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

Firm Name _____

Typed Signature _____

By _____

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

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<div>Page 3 of 6</div> <div>Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.</div> <div>BAD FUEL: If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.</div> <div>If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.</div> <div>PRICING: Gasoline Unleaded Regular E-10 87 Octane Rating 1000 – 8199 Gallons per Delivery</div> <div><div>Margin Price per Gallon</div></div> <div>Gasoline Unleaded Regular E-10 87 Octane Rating 8200 Gallons or More per Delivery</div> <div><div>Margin Price per Gallon</div></div> <div>Diesel #2 (Ultra Low Sulfur) Clear on Road 1000 – 2000 Gallons per Delivery</div> <div><div>Margin Price per Gallon</div></div> <div>Gasoline Unleaded 89% Octane Rating, 0% Ethanol 1000 – 2000 Gallons per Delivery</div> <div><div>Margin Price per Gallon</div></div> <div>TO BE AWARDED ON A PER ITEM BASIS.</div>					
			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.

Page _____ of _____

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Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p style="color: red; font-size: small;">Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.</p> <p style="text-align: center;">Page 6 of 6</p> <p>City of Mobile Business License is required. See Item 14 on Reverse of Page 1.</p> <p>The City of Mobile does not accept Vendors' terms and conditions.</p> <p>This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.</p> <p>For additional information, contact:</p> <p style="text-align: center;"><u>purchasing@cityofmobile.org</u></p> <p style="text-align: center;">CONTACT INFORMATION (PLEASE PRINT)</p> <p>COMPANY NAME _____</p> <p>CONTACT NAME _____</p> <p>COMPANY ADDRESS _____</p> <p>TELEPHONE NUMBER _____</p> <p>FAX NUMBER _____</p>					
			TOTAL			

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

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

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

461



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Harrells LLC for fertilizer for Azalea City Golf Course.

General fund.

Amount of Contract:

\$26,397.60

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220621 Harrells Agenda Package POs	Cover Memo	6/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/23/2022 - 2:22 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>10076</u>	2022	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER FOR AZALEA CITY GOLF COURSE (SEALED BID 5689)	\$26,397.60	<u>(270772)</u> <u>HARRELLS LLC</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010076-00 FY 2022 PO 22010558 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 1
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
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LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

MOBILE, AL 36608

Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/19/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
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General Notes

001	AS PER MY BID #5689 AND QUOTE BY BRETT DRINKWINE. FERTILIZER AS SPECIFIED:	80.00 BAG	27.27000	2181.60
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Additional Description Notes

20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH.BEGINNING AT 5:30AM, 50 POUND BAGS.

Vendor Item

Inventory Item/Loc 14207

1	6130.70.20.0000.0000.2005.0000.0000.44020.	2181.60
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Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010076-00 FY 2022 PO 22010558 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 2
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
--	--

LAKELAND, FL 33802

MOBILE, AL 36608

Tel#800-780-2774
Fax 863-904-1545

Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/19/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER BULK, AS SPECIFIED :	20.00	1090.80000	21816.00
		TON		

Additional Description Notes

20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER TON.

Vendor Item

Inventory Item/Loc 3983

1	6130.70.20.0000.0000.2005.0000.0000.44020.	21816.00
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Ship To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608
Delivery Reference
 BRIAN AARON

Deliver To
 AZALEA CITY GOLF COURSE
 1000 GAILLARD DRIVE
 MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D RIVER	2.00 LOT	1200.00000	2400.00
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Additional Description Notes

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010076-00 FY 2022 PO 22010558 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 3
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Vendor HARRELLS LLC P O BOX 807	Ship To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE
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LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

MOBILE, AL 36608

Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/19/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	SPREAD FERTILIZER OVER 80 ACRES, 2 SEPARATE APPLICATION DATES, FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH. Vendor Item Inventory Item/Loc 12312			

1	6130.70.20.0000.0000.2005.0000.0000.44020.			2400.00
---	--	--	--	---------

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total	26397.60
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***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020.	26397.60	
AZALEA CITY GOLF COURSE EXP		OPERATING SUPPLIES

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

Activity	Date	Clerk	Comment
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00010076-00 FY 2022 PO 22010558 Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 9105neej Status: Converted	Page 4
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Vendor
HARRELLS LLC
P O BOX 807

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

LAKELAND, FL 33802

MOBILE, AL 36608

Tel#800-780-2774
Fax 863-904-1545

Delivery Reference
BRIAN AARON

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
05/19/22	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	CCancelled06/21/22 JAMES NEESE JR		GL Allocation, GL Allocation c	
	Approved 06/21/22 DONNA MICHELE STANLEY		Approved by: 9105neej	
	Approved 06/21/22 DONALD ROSE		Auto approved by: 910514396	
	Approved 06/21/22 SANDRA LEWIS		Auto approved by: 910514396	
	Approved 06/21/22 JOHN PAINE		Auto approved by: 910514396	

Authorized By: _____ Date: _____
Signature

BID 5689 FERTILIZER 6/17/22	REQ 10076						
		HARRELLS		SIMPLOT			
26 TONS FERTILIZER 20-2-20 TON		1090.80 TON		1282.00 TON			
2 LOTS SPREAD SERVICE		1200.00 LOT		800.00 LOT			
80 BAGS FERTILIZER 20-2-20 50 LB BAG		27.67 BAG		32.05 BAG			
TOTAL		\$26,397.60		\$29,804.00			

Do Not Return Via Email or Fax

BID SHEET

This is Not an Order

Mailing Address:

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

**Purchasing Department
and Package Delivery:**

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

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

Typed by: sd

Buyer: 007

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

DATE 06/02/2022	BID NO. 5689	DEPARTMENT Azalea City Golf Course	Commodities to be delivered F.O.B. Mobile to: 1000 Gaillard Drive, Mobile, AL 36608
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This bid must be received and stamped by the Purchasing office not later than: 11:00AM, Friday, June 17, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">FERTILIZER</p> <p>The City of Mobile requests bids for Fertilizer as per the attached RFQ.</p> <p>See specifications on following sheets.</p> <p>State pricing as specified (i.e., ton, lot, bag) as requested.</p> <p>State pricing on spread service as a single charge. Spread charge must be stated. Do not add it to fertilizer price.</p> <p>State pricing on attached RFQ.</p> <p>All prices quoted are to be delivered prices F.O.B. Mobile.</p> <p>State any special conditions or ordering instructions.</p> <p>Business License is required. See item 14 on reverse.</p> <p>Bid Bond not required</p>					
			TOTAL			

Page 1 of 2

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p>Page 2 of 2</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>THIS BID IS TO BE AWARDED ALL OR NONE</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.

Azalea City Golf Course
City of Mobile
Mobile, AL

SPECIFICATIONS FOR FAIRWAY FERTILIZER

Two orders of fertilizer to be spread by provider. First order to be spread June 28th or 30th, 2022, beginning at 5:30am and 2nd order to be spread August 23rd or 25th, 2022. Material shall be spread at 250 pounds per acre and spread charge shall be based on 80 acres per application. Each app shall be 10 tons of bulk and 1 ton in 50# bags for a total of 20 tons bulk and 2 tons in 50# bags. The fertilizer shall not be delivered more than 1 week prior to spread date.

The analysis shall be 20-2-20.

The nitrogen shall be derived from polymer coated urea only. The polymer coated urea shall be manufactured using the reactive layers coating process to insure longevity and controlled release. No substitutions will be accepted.

The potassium source shall be Muriate of Potash.

BID #5689

20 TONS FERTILIZER BULK, 20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH. BEGINNING AT 5:30AM, BULK QUANTITY, PRICE PER TON.

TON PRICE:

2 LOTS FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND DRIVER, SPREAD FERTILIZER OVER 80 ACRES, 2 SEPARATE APPLICATION DATES, FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH.

LOT PRICE:

80 BAGS FERTILIZER 20-2-20, FAIRWAY GRADE FERTILIZER, 100% SLOW RELEASE NITROGEN DERIVED FROM POLYMER COATED UREA (NO OTHER NITROGEN SOURCES WILL BE ACCEPTED), POTASSIUM DERIVED FROM MURIATE OF POTASH, THIS IS FOR 2 APPLICATIONS, PRODUCT IS TO BE SPREAD AT 250 POUNDS PER ACRE. FIRST APP ON JUNE 28TH OR 30TH AND SECOND APP ON AUG 23RD OR 25TH. BEGINNING AT 5:30AM, 50 POUND BAGS.

BAG PRICE:

TOTAL BID PRICE:



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve proposed Item-based Bid award to Cintas Corp for 6in ASTM safety-rated leather work boots. Price good for one year, renewable for two additional one year periods.

General fund.

Amount of Contract:

N/A to be purchased at unit prices indicated

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment REDUCE INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220616 Boots Agenda Package Bids	Cover Memo	6/16/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/23/2022 - 2:22 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:

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to accept and approve, and issue Purchase Orders against, the below proposed Bid Awards, to the designated vendors for the specified items at the unit prices indicated, for the time periods and renewal options as indicated below and attached herein, and, further, that the Purchasing Agent is authorized to issue said orders without further approval or other action by the City Council. All Bid Awards may be extended at the discretion of the Purchasing Agent for a total award period not to exceed three years.

Bid	Description	Number of Items	Bid Amount	Time/Renewal	Vendor(s)
<u>5687</u>	Safety-rated leather work boots	2	\$90.00	One year, renewable for two additional one-year periods.	<u>(33070) Cintas Corporation</u>

Adopted:

City Clerk

VENDOR LIST FOR 5687

		Men's		Women's	
		Price	Product	Price	Product
3E+05	AIRGAS USA, LLC	No Response			
3E+05	BOB BARKER COMPANY, INC	No Response			
25406	BOUND TREE MEDICAL LLC	No Response			
3E+05	BRUCE BENDER INC	No Response			
3E+05	CAT5 COMMERCE LLC				
2E+05	CINTAS #211	\$ 90.00	Avenger 7281	\$ 90.00	Avenger 7123
70216	GALLS LLC	No Response			
79050	GULF SUPPLY	No Response			
3E+05	HARRELL PRINTWEAR	No Response			
3E+05	LAWMENS & SHOOTERS SUPPLY INC	No Response			
3E+05	MAGID GLOVE & SAFETY MFG CO LLC	No Response			
1E+05	NORTH AMERICAN FIRE EQUIPMENT CO IN	No Bid			
293534	OZARK SAFETY SERVICES	No Response			
	SAFETY SHOES PLUS	No Response			
294299	RED WING SHOES	No Bid			
297421	READ'S UNIFORMS	No Response			
2E+05	RITZ SAFETY LLC (formerly: Safety Source In	\$ 110.00	Carhartt ff6213M	\$ 110.00	Carhartt cwf5355
	SAFETY WAREHOUSE	No Response			
2E+05	SUNBELT FIRE INC	No Response			
2E+05	TOTAL SAFETY-WELLSAFE	No Response			
2E+05	UNIFIRST CORP	No Response			
2E+05	WESCO GAS & WELDING	No Bid			

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: tajb

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:
05/26/2022	5687	Various	To Be Specified

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

11:00 AM, Friday, June 10, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
Appx 0 to 500	<p>Work Boots for a 1-Year Period As Per the Following <u>MINIMUM</u> Specifications.</p> <p>Work boots. 6" Height. Boot should be constructed of leather with a rubber sole. Safety Toe must meet ASTM 2413-18 standards. Must protect against incidental contact with electrical circuits meeting ASTM 2413-18 EH standards.</p> <p>Men's Make _____ Model _____</p> <p>Women's Make _____ Model _____</p> <p>Provide Literature and specification on product bid.</p> <p>Successful Bidder must:</p> <p>Have a current City of Mobile business license prior to the award of this bid.</p> <p>A shoe/boot mobile available to be provided at the request of the City of Mobile.</p> <p>City will require that the boot mobile be onsite in the afternoons. Multiple days will be required to outfit the employees.</p>					
			TOTAL			

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

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

Firm Name _____

Typed Signature _____

By _____

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

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

Page _____ of _____

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BID CONTINUATION SHEET

Page _____ of _____

QUANTITY	ARTICLES	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	<p align="center">Page 3 of 3</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>See reverse side of page 1 of Bid for instructions and conditions.</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>TO BE AWARDED ALL OR NONE.</p>					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.

RETURN ONE SIGNED COPY OF THIS QUOTATION
IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

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



PROCUREMENT DEPARTMENT

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

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

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

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

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

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

Be sure to sign your bid!

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

(Request First Delivery)



AGENDA ITEM SUMMARY SHEET

Agenda of:6/28/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to SHI International Corp for Rock Solid Technologies citizen-engagement software setup and one year subscription for MIT and 311.

General fund.

Amount of Contract:

\$52,608.69

Funding Source

Project #

Discretionary Funds

Project String

Contract Number:

Budget Amendment

REDUCE

INCREASE

Grant Funds

Matching Funds

ATTACHMENTS:

Description	Type	Upload Date
20220622 SHI Agenda Package POs	Cover Memo	6/23/2022

REVIEWERS:

Department Reviewer	Action	Date
Mayors Office Montgomery, Brandi	Approved	6/24/2022 - 2:41 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>11598</u>	2022	(5000) INFORMATION TECHNOLOGY	ROCK SOLID TECHNOLOGIES CITIZEN- ENGAGEMENT SOFTWARE SETUP AND ONE YEAR SUBSCRIPTION FOR MIT AND 311 (SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	\$52,608.69	<u>(272641) SHI INTERNATIONAL CORP</u>

Adopted:

City Clerk

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011598-00 FY 2022 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 1
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	1272641	06/23/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
General Notes				

001	PER SOURCEWELL TECHNOLOGY CONTRACT #081419-SHI Platform - Enterprise Setup Rock Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1.00 EACH	5434.78000	5434.78
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1	1000.10.90.9000.9000.9000.0000.0000.42115.			5434.78
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Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

002	Staging Instance Setup Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog Solutions	1.00 EACH	0.00000	0.00
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011598-00 FY 2022 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 2
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	272641	06/23/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Contract #: 081419-SHI			
1	1000.10.90.9000.9000.9000.0000.0000.42115.			.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Knowledge Base Setup Rock Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1.00 EACH	0.00000	0.00
1	1000.10.90.9000.9000.9000.0000.0000.42115.			.00

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011598-00 FY 2022 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 3
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	1272641	06/23/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	Platform - Enterprise: Subscription Rock Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1.00 EACH	35217.39000	35217.39
1	1000.10.90.9000.9000.9000.0000.0000.42115.			35217.39
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To			

Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011598-00 FY 2022 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved	Page 4
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
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Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	1272641	06/23/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
005	Knowledge Base Subscription Rock Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI	1.00 EACH	5434.78000	5434.78

1 1000.10.90.9000.9000.9000.0000.0000.42115. 5434.78

Ship To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602
 Delivery Reference
 ASHLEY TODD

Deliver To
 MIT
 651 CHURCH STREET
 MOBILE, AL 36602

006	Staging Instance Subscription Rock Solid Technologies, Inc. - Part#: Contract Name: Sourcewell- Technology Catalog	1.00 EACH	6521.74000	6521.74
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Bill To ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Requisition 00011598-00 FY 2022 Acct No: 1000.10.90.9000.9000.9000.0000.0000.42115. Review: Buyer: 9105fo1a Status: Approved	Page 5
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Vendor SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602
--	--

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
06/23/22	272641	06/23/22			INFORMATION TECHNOLOGY

LN	Description / Account Solutions Contract #:	Qty	Unit Price	Net Price
1	1000.10.90.9000.9000.9000.0000.0000.42115.			6521.74

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 52608.69

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

Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.42115.	52608.69	1846839.81
CITY HALL OVERHEAD EXP	SOFTWARE COSTS	

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

Activity	Date	Clerk	Comment
Approved	06/23/22	MARK PEARSON	Auto approved by: 91057606
Approved	06/23/22	SCOTT KEARNEY	
Approved	06/23/22	DONNA MICHELE STANLEY	Auto approved by: 910516727

=====	=====
Bill To	Requisition 00011598-00 FY 2022
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved
	Page 6
=====	=====

Vendor
SHI INTERNATIONAL CORP
290 DAVIDSON AVE

SOMERSET, NJ 08873

Tel#732-715-3197
Fax 732-868-6055

Ship To
MIT
651 CHURCH STREET

MOBILE, AL 36602
ASHLEY.TODD@CITYOFMOBILE.ORG

Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET

MOBILE, AL 36602

-----	-----	-----	-----	-----	-----
Date	Vendor	Date	Ship		
Ordered	Number	Required	Via	Terms	Department
-----	-----	-----	-----	-----	-----
06/23/22	272641	06/23/22			INFORMATION TECHNOLOGY
-----	-----	-----	-----	-----	-----

LN	Description / Account	Qty	Unit Price	Net Price
Approved	06/23/22 DONALD ROSE		Approved by: 9105fola	
Approved	06/23/22 SANDRA LEWIS		Auto approved by: 910516727	
Approved	06/23/22 JOHN PAINE		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature



SHI International

Technology Catalog Solutions

#081419-SHI

Maturity Date: 10/30/2023

Products & Services

[Contract Documents](#)[Pricing](#)[Contact Information](#)[Buy Sourcewell](#)

Products & Services

Sourcewell contract 081419-SHI gives access to the following types of goods and services:

- Hardware
- Software
- Peripherals
- Cloud
- Technology solutions
- Professional services

Additional information can be found on the vendor-provided, nongovernment website at:

shi.com/sourcewell

Become a Member

Simply complete the online application or contact the Client Development team at service@sourcewell-mn.gov or 877-585-9706.

Search Vendors & Contracts

[General Contracts](#)[eZIQC Contracts](#)

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SHI Proposed Pricing - Sourcewell RFP # 081419 Technology Catalog Solutions

Product Groups	SHI Discount off Advertised List Price
Desktops	4.50%
Notebooks	4.50%
Tablets	4.50%
Servers	4.50%
Group 2 Input Devices	4.50%
Group 3 Output Devices	4.50%
Group 4 Memory	4.50%
Group 5 -Storage Devices	4.50%
Group 6 Network Equipment	4.50%
Group 7 Software	4.50%
Group 8 - Media Supplies	4.50%
Group 9 - Collaboration & IP Telephony	4.50%
Group 10 - Other	4.50%

Services Rates*	T&M Rate/Hour
Project Manager	\$125
Sr. Project Manager	\$175
Consultant - End User Solutions Group	\$175
Consultant - Security Solutions Group	\$225
Solutions Architect - End User Solutions	\$200
Solutions Architect - Data Center Solutions	\$225
Sr. Solution Architect - Security Solution Group	\$275
Sr. Solution Architect - Data Center Solutions	\$250
Cloud Developer	\$100
Senior Cloud Developer	\$240
Cloud Solutions Architect	\$250

* pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses.

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



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Rachel Laurie Riddle
Chief Examiner

November 5, 2021

Alabama Community College System
Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

PUBLIC WORKS NOTICE: This letter does not authorize the purchase of any goods or services from Sourcewell related to “public works,” as defined in Section 39-2-1(6), *Ala. Code* (2011), except as follows: the contract for purchasing air conditioning and heating units and systems, awarded under Sourcewell RFP #070121, has been approved for use under the provisions of Section 39-2-2(d)(2), *Ala. Code* (2018), as amended by Act No. 2021-282. This approval does **not** authorize installation, labor, or services related thereto, which must be bid in compliance with Title 39.

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 Sourcewell, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by Sourcewell pursuant to the competitive bid laws of the State of Minnesota.

Based on the Department’s review, the competitive bid process used by Sourcewell is approved for use through **December 31, 2022**. 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 Sourcewell, 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 Sourcewell or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, Sourcewell’s competitive bid process approval will subject to immediate revocation by the Department.

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

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm